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THE VOTING for the vacant seats in the Council resulted in re-election of the six retiring members and the election of the so-called "official" candidates, and we think that, on a perusal of the names of the candidates elected, it will be generally considered that a wise choice has been made.

The County Courts Bill.

THE COUNTY Courts Bill has met with unfortunate treatment in the House of Lords, and this appears to have been the result of a misunderstanding as to the effect of the report of Lord GORELL'S committee. Lord HALSBURY, in moving the rejection of clause 1, said that the proposal made by it had been in a very distinct manner negatived by that committee. This singular misstatement was probably the reason for the rejection of the clause by a majority of 37 to 32. The proposal of the committee was that in all cases where there was now jurisdiction by consent (other than the specially excepted classes of action), the plaintiff might commence proceedings in the county court, subject to the absolute right of the defendant to transfer the action to the High Court, and this is the proposal of clause 1 of the Bill. It is true that a bare majority of the committee made this conditional on the improvement of the arrangements for the provincial business of the High Court, so that there should not be too great an inducement to transfer business to the county court. But of course the condition can form no part of a County Courts Bill, and the minority of the committee who opposed the condition included influential names. Indeed, Lord GORELL'S own support of the clause in the House of Lords shews that it was not opposed to the report of the committee, and it is surprising that the House of Lords should have paid so little regard to the weight of opinion in its favour. Moreover, the condition that the assize arrangements shall be improved so as to afford regularity and sufficiency of time for the hearing of cases is one which can easily

be complied with if there is any real desire to make the High Court an efficient means of administering justice. But parsimony characterizes this head of civil expenditure, whilst in other directions it advances by leaps and bounds. Possibly the committee now inquiring into the state of business in the King's Bench Division may alter this, but meanwhile the proposal embodied in the County Courts Bill deserved more consideration than it received in the House of Lords.

The Progress of the Finance Bill.

BEFORE THE progress of the Finance Bill had been temporarily interrupted, clause 6—the last of the clauses dealing with increment value duty—and also clauses 7, 8, and 9—the clauses dealing with reversion duty—had been added to it. The next tax to be discussed is the undeveloped land tax under clause 10. Clause 6 regulates the recovery of increment value duty in the case of land held by corporate bodies, and it applies the relevant provisions of the Customs and Inland Revenue Act, 1885, with the exception of provisions relating to appeals, thus excluding the ordinary right of appeal from the commissioners to the court. An attempt to remove this exclusion produced a statement from the Government that it was proposed to deal with the whole question of appeals under clause 22. The intention of the Government, said the Chancellor of the Exchequer, is to set up an appeal applicable to every case under the Bill, and not merely an appeal applicable to one particular duty. The way in which this intention is effected will require to be carefully watched. Words were introduced into the clause to shew that it is to be subject to clause 25, which exempts land held for public or charitable purposes. In clause 7 an important change has been made in the provision for ascertaining the value of the benefit accruing to the lessor on the determination of a lease, on which the reversion duty is to be paid. As the clause originally stood, the value was the amount "by which the total value of the land at the time the lease determines exceeds *the capital value of the consideration for the original grant of the lease.*" But the capital value would be very difficult to determine, and for the words in italics the following have been substituted: "The total value of the land at the time of the original grant of the lease, to be ascertained on the basis of the rent reserved and payment made in consideration of the lease." Clause 8 exempts from reversion duty cases where a reversion purchased before the 30th of April, 1909, falls into possession within thirty years of the date of the purchase. This period has been extended to forty years; and, in accordance with the concession previously announced, agricultural land is expressly exempted from reversion duty.

The Persecution of Workmen.

THE LONG litigation in the case of *Conway* v. *Wade* came to an end this week by a decision of the House of Lords unanimously overruling the Court of Appeal and refusing to disturb the verdict of a county court jury in favour of the plaintiff. The case was from first to last considered by thirteen judges, one in the county court, two in the High Court, three in the Court of Appeal, and seven in the House of Lords; and the opinion held by the three judges of the Court of Appeal (see 1908, 2 K. B. 844) was contrary to that formed by any one of the other ten. It may be hoped that the decision will do something towards checking persecution of workmen who have small differences with the trade unions to which they belong; and towards stopping the use of the Trades Disputes Act, 1906, as an entrenchment behind which such persecutions can be safely carried on. Some eight years before the cause of action arose, the plaintiff had been fined by a trade union and refused to pay. He subsequently ceased to be a member of the union and became an employer. Later he returned to the ranks of the workmen and joined another branch of the same union. The defendant was a delegate of this union; and he, without the authority of the union, though at the instigation of some members, went to the foreman of the works where the plaintiff was employed and induced him to dismiss the plaintiff by threatening that if he did not do so the other workmen would strike. The action was brought for damages for maliciously by threats and coercive acts procuring the dismissal of the plaintiff; and a county court jury gave a verdict in favour of the plaintiff with £50 damages. The judge left a number of questions to them, but the result of their findings amounted to this: that there was no trade dispute existing or contemplated by the men, and that the defendant had acted in the way complained of in order to compel the plaintiff to pay the old fine and to punish him for not having paid it.

The Decision of the House of Lords.

APART FROM questions of fact, the defence depended on section 3 of the Trades Disputes Act, 1906, which provides that an act done by a person in contemplation or furtherance of a trade dispute shall not be actionable on the ground only that it induces some other person to break a contract of employment, or that it is an interference with the trade, business, or employment of some other person or with the right of some other person to dispose of his capital or his labour as he wills. It was argued that the evidence shewed that a trade dispute was "contemplated," and the defendant's appeal was mainly founded on the verdict being against the weight of the evidence on this point. The Court of Appeal took the defendant's view of the matter. They held that the words "in contemplation" include an act done by a person with a view to bringing about a trade dispute; and the Master of the Rolls went so far to say that if a minister of religion were to say to an employer, "If you do not to-morrow morning dismiss all your workmen who are not of my sect, I will call out all my co-religionists," he would be protected by the Act and might take such a course with impunity. Such a state of law would indeed be lamentable, and therefore we welcome the saner view taken by the House of Lords. In their opinion "in contemplation of a trade dispute" means that the act is done in expectation of a dispute which is imminent, and that the act is done genuinely with a view to a really imminent dispute. They also expressed the opinion that if a meddler sought to use a trade dispute as a cloak beneath which to interfere with impunity with other people's business, a jury would be justified in finding that what he did was in contemplation and furtherance of his own ends, not of a trade dispute. In giving his judgment in the Court of Appeal, the Master of the Rolls expressed keen regret at being obliged to decide as he did, realizing that the decision inflicted "a cruel hardship on the plaintiff." The learned and kind-hearted judge is no doubt now comforted by the decision of the House of Lords.

The Criminal Responsibility of Lunatics.

IT IS laid down in the text-books of those nations whose jurisprudence is founded upon the civil law that, upon a charge of murder or other crime, proof of the genuine and thorough insanity of the offender makes the act like that of an infant, and bestows the privilege of an entire exemption from punishment. Opinions appear to be divided as to whether insanity is or is not upon the increase, but in the opinion of a writer in the *American Law Review*, the defence of insanity—thanks to newspaper trials of homicide cases and the willingness of some lawyers and some doctors to prostitute their learning and ability to aid the guilty to escape—has come to be looked for in almost every trial for murder, where the identity of the prisoner is known and the plea of self-defence cannot be raised. Special laws have been passed by the principal nations of the Continent directing that a criminal who has been acquitted on the ground of insanity shall be sent before a tribunal who shall decide upon the conditions of his detention in custody in a lunatic asylum. In England, as is well known, the jury at the trial are directed under the Criminal Lunatics Act, 1800, to find specially whether the prisoner is acquitted by them on the ground of insanity, and the gaoler is then directed to keep the prisoner in safe custody till his Majesty's pleasure be known. The question has recently been asked, has such a prisoner, on proof that he has since the trial become of sound mind, a right to be discharged from custody? The answer is that his custody is controlled by the Government, and that the Government will not, in the case of homicide or other heinous offence, assume the responsibility of discharging the lunatic and of encountering the risk of a further outbreak of insanity on his part. It is confidently affirmed that several of the lunatics convicted of murderous outrages who are detained in Broadmoor

could hardly upon a fresh inquiry be brought within the definition of insane persons, but it would be difficult, if not impossible, to say that there would be no danger in allowing them to go at large.

Privy Council Appeals under the Draft South Africa Constitution.

APPEALS TO the Privy Council are thus provided for in the draft Constitution as finally passed by the South African Convention: "106. There shall be no appeal from the Supreme Court of South Africa or from any division thereof to the King in Council, but nothing herein contained shall be construed to impair any right which the King in Council may be pleased to exercise to grant special leave to appeal from the Appellate Division to the King in Council. Parliament may make laws limiting the matters in respect of which such special leave may be asked; but Bills containing any such limitation shall be reserved by the Governor-General for the signification of his Majesty's pleasure." The language of this clause is taken from section 74 of the Australian Constitution, but the provision for appeals differs in two important points from that under the Australian Constitution. In the first place, the only appeal to be allowed is one from the Appellate Division; the extraordinary difficulties brought about by the possibility of appealing from a local court of limited territorial jurisdiction direct to the Privy Council over the head of the higher local court—so forcibly illustrated in *Webb* v. *Outrim*—will thus be avoided. So far the model of both the Canadian and the Australian Constitution has been departed from. The other point of difference is a departure from the Australian, but not the Canadian, precedent. The unique experiment of making the highest local court the final arbiter on matters connected with the interpretation of the Constitution is not to be tried. As with Canada, the case law on the meaning of the written Constitution may then come to be built up by decisions of the Judicial Committee sitting in London, and not (as under the Australian Constitution) by decisions mainly of the local court. Apart from purely constitutional questions under the Australian Constitution, the broad principle obtaining both in Canada and Australia will also be followed in South Africa: that appeals from the highest local court to the Privy Council are only to be by special leave. These appeals will then be allowed in the exercise of the King's prerogative, and not as a matter of right. It is understood that an exception is to be made with respect to appeals from the Supreme Court of Africa when exercising the jurisdiction conferred by the Colonial Courts of Admiralty Act, 1890, and section 106 of the Bill as introduced in the House of Lords contains a proviso to that effect.

Payment by Cheque.

IT WOULD be a trap for the unwary if the mere taking of a cheque for a debt, accompanied by an arrangement that it should not be immediately presented, operated as a release of any security held for the debt, but it is well settled that this is not so, and a further decision to the same effect has been given by WARRINGTON, J., in *Re J. Defries & Sons* (*ante*, p. 697). In that case debentures of a company were held by trustees of a settlement, and cheques for interest were sometimes paid to the trustees and endorsed to the tenant for life, and at other times paid to the tenant for life direct. At the request of the manager of the company, they were not presented, and it was argued on behalf of other debenture-holders and of the unsecured creditors that, to the extent of the interest covered by the cheques, the debenture security had been released. Where there is no higher remedy for the debt, the taking of a bill or cheque operates as conditional payment (*Currie* v. *Misa*, L. R. 10 Ex., p. 163); and where there is a higher remedy—as distress—the taking of the instrument may be evidence of an agreement to suspend the remedy during its currency: *Palmer* v. *Bramley* (1895, 2 Q. B. 405). But it does not discharge the higher remedy or any security held for the debt: *Davis* v. *Gyde* (2 A. & E. 623); *Henderson* v. *Arthur* (1907, 1 K. B. 10). In the present case it was also argued, in reliance on *Bunney* v. *Poyntz* (4 B. & Ad. 568), that negotiating the instrument discharged the security, and that the indorsing of the cheques was a negotiation for this purpose; but, as the learned judge pointed out, this is inconsistent with *Gunn* v. *Bolckow, Vaughan, & Co.* (10 Ch. App. 491), where it was held that vendors did not lose their lien by negotiating bills for the purchase-money; and there appears to be no reason why negotiation should have such an effect. It was held, accordingly, that the interest represented by the cheques was still secured by the debentures.

Unqualified Dentists.

WE HAD occasion on a previous occasion under the heading of "Unqualified Dentists" (53 SOLICITORS' JOURNAL, 173), to discuss the case of *Barnes* v. *Brown* (1909, 1 K. B. 38). We then expressed our opinion that this case deserved notice as a very severe application of the statutory law against unqualified dentists, and after examining the evidence, we concluded by saying: "The decision seems to us to strain the language of a penal enactment. It appears from statistics which have recently been collected that the supply of qualified dentists is inadequate for the needs of the poorer classes of the community, and the decision in *Barnes* v. *Brown* is undoubtedly calculated to suppress a class of practitioners whose calling is not illegal." More than four months afterwards the case of *Barnes* v. *Brown* was considered by the Court of Appeal in *Bellerby* v. *Heyworth* (1909, 2 Ch. 23). The court disapproved of the decision and declined to follow it, COZENS-HARDY, M.R., saying: "It is needless to say that I have considered what was said by the Lord Chief Justice and BIGHAM, J., in that case with the utmost respect, but I must confess that I am unable to follow the reasoning in that case—reasoning which seems to me to go the length of saying that people must not announce that they do that which by law they are entitled to do, and that by saying that they do, and do well, that which the law entitles them to do, they are necessarily infringing the Act." KENNEDY and BUCKLEY, L.JJ., concurred, and *Barnes* v. *Brown* must now be taken to be overruled. We would only add that, as the law stands, there was no appeal from the decision in *Barnes* v. *Brown*, and the case could only be reviewed in a civil action such as that in *Bellerby* v. *Heyworth*.

Alpaca Coats for American Jurymen.

THE AMERICAN summer has been a remarkable contrast to that with which we have been favoured this year. The lawyers of New England find it difficult to contend with the heat, and we hear that the Superior Criminal Court in Boston ordered, on the 13th of July, that alpaca coats should be distributed among the jurymen. The learned judge said he wished that the jurymen should be comfortable during the hot weather, and that he had ordered that the cost of these coats should be borne by the county treasury. He added that if any objection should be made to the step which he had taken he would pay the bill himself. It is unnecessary to discuss the reasons which have hitherto prevented us from hearing of any such action on the part of an English judge. But it may be mentioned that the views of our judges and jurymen as to what is adequate ventilation are often widely different.

Juries of Working Men

THE NEW French Prime Minister, M. BRIAND, who was formerly Minister of Justice, is, we believe, responsible for a recent law by which working men are qualified for service on juries. We cannot think that such an innovation would be acceptable to the lawyers of this country. By the English law from which the right of trial by jury is derived, a juror must have a certain property qualification, and modern statutes require that jurors shall be rated as householders upon a specified value. This qualification of course excludes a majority of the population, and yet we are at the present day accustomed to hear complaints that the life and liberty of our citizens are entrusted to the votes of twelve men not one of whom may have entered a court before, not a creature of whom may have ever experienced the arts of debate or the subtleties of counsel or have balanced the doubtful evidence of opposing witnesses. But if we refer to the early history of trial by jury, we find it stated in one of the fundamental articles of Magna Charta that the right of trial by jury in criminal cases is the right of the accused person to be tried by

the judgment of his peers, and a large proportion of our criminals might on this principle be fairly tried by a jury of working men. In most of the States of the American Union the juries are selected from a panel taken from all persons in the district qualified to vote. But a change in the law of England which brought juries of mechanics and agricultural labourers into our assize courts would, we feel sure, so increase the complaints that juries in general are unqualified to discharge the functions entrusted to them that the ancient institution which was once regarded as the only refuge of liberty would be in danger of extinction.

The New Dictators.

Nulli vendemus, Nulli negabimus aut differemus justiciam vel rectum. These words will be found in Magna Charta c. xxix.

Shortly after the passing of the Reform Act of 1832 there was a very strong feeling among the more ignorant that if Magna Charta had not been violated the world would have been happier. We need hardly say that a great part of the provisions of Magna Charta relate to obsolete law, but yet it embodies some principles of law which are essential to the preservation of freedom.

It is hardly possible to state in a more emphatic manner the principles by which the right to appeal to a court of law ought to be regulated in a free country than the words at the head of this article. COKE in his comment (2nd Inst., p. 55), says :—

> Therefore every subject of this realm for injury done to him *in bonis terris vel persona* by any other subject, be he ecclesiastical or temporal, free or bond, man or woman, old or young, or be he outlawed, excommunicated or any other without exception, may take his remedy by course of the law and have justice and right for the injury done to him freely without sale, fully without any denial, and speedily without delay.

It is sometimes forgotten that COKE was not a mere lawyer, he was one of the brave men who preserved our English liberties by a steady opposition to the illegal acts of our kings. For doing so he was removed from the office of Chief Justice of the King's Bench and sent to the Tower. Soon after his release he was returned to Parliament and for many years (during which he framed and carried the Petition of Right) led the Opposition at serious personal risk. While he was on his deathbed his papers were illegally seized by order of the king and he only escaped arrest by death. Some years passed before COKE'S doctrine of the supremacy of the law was fully established, but since the revolution of 1688 it has been an accepted article of faith, and has been very generally carried into effect.

Of late years there has been a tendency on the part of Parliament to invest permanent government officials with absolute power, or, in other words, to take away from a person wronged by the decision of an official the right to appeal to a court of law. No doubt in most cases this has been done with the laudable object of saving expense, but the effect has been to cause some injustice, and we fear that some of the recent legislation affecting land will give rise to cases of great hardship.

No reasonable person will deny that where land is required for some purpose beneficial to the public the owner ought to be made to sell it ; but it is equally true that he ought not to be made to sell it unless it is clearly shewn (1) that the purpose for which it is wanted is a beneficial purpose, (2) that it is necessary for that purpose to take his land, and (3) that a fair price should be paid for the land.

Two forms of procedure in cases of this nature have hitherto been commonly used. Sometimes, as in the case of a railway Bill, application is made to Parliament for powers to acquire land compulsorily for the purpose of the railway. In cases of this nature an enquiry is held by a Parliamentary Committee, who have to decide whether they approve of the Bill or not, notice has to be given by the promoters of the Bill to every person whose land they propose to take, and that person may attend before the Committee, and shew either that the purposes of the Bill are not beneficial to the public or that some special provisions ought to be inserted as to his land. Finally, if the Committee approve of the Bill, it requires the sanction of Parliament.

There are some cases where Parliament has given powers to a local authority which are beneficial to the public, and for that purpose to purchase land by agreement, but where the authority wishes to acquire land compulsorily, it has to publish advertisements stating the purpose for which it wishes to acquire the land and naming a place where the plan of the land required can be seen ; it must also serve a notice on every owner, lessee or occupier of the land, defining the land required to be taken. On these requirements being fulfilled, the local authority may petition some public department to be allowed to put in force the provisions of the Land Clauses Act as to taking land by compulsion. The department may either dismiss the petition or direct a local enquiry to be held as to the propriety of assenting to its prayer. On the completion of the enquiry the department may, by Provisional Order, empower the local authority to put those provisions into force with such modifications as the department may think fit. Before making the Provisional Order, the department "shall consider any objections which may be made thereto by any persons affected thereby," and finally the Provisional Order has no effect until it is confirmed by Parliament.

Whichever procedure is adopted, the owner of land which is proposed to be taken has notice and can raise the objection either that the proposed scheme is not beneficial to the public, or that, even if it is beneficial, some special provisions as to his land should be inserted, and if his land is taken he is entitled to have the price determined under the Lands Clauses Act either by arbitration or by a jury, and he is entitled in the proceedings to determine the price, to appear by counsel, and to call expert witnesses.

The provisions of the Small Holdings and Allotments Act, 1908, enable the Board of Agriculture and Fisheries to make a scheme which has statutory authority for the provision of small holdings for persons who desire to buy or lease, and will themselves cultivate, the holdings. Most people will think that this is a beneficial provision, but very arbitrary powers are conferred on the Board. It is not necessary to state here the manner in which a draft scheme is to be prepared, but it is to be published and advertised "together with notice of the time within, and manner in which, objections are to be sent to the Board" in such manner as the Board think best adapted for informing the persons affected and for insuring publicity." The Board may, and must in certain cases, hold a public local enquiry, at which "the County Council, and such other persons as the person holding the enquiry may in his discretion think fit to allow, shall be permitted to appear and be heard." Probably the Board will consider the objections raised by any person whose land is proposed to be taken, but it is clear that he has no right to be heard at the local enquiry.

The great hardship appears in the provisions for ascertaining the price of land taken for the purposes of the scheme. The compensation is to be determined under the provisions of the Lands Clauses Acts by a single arbitrator appointed by the Board ; perhaps there may be no great harm in this, but there follows the astounding provision in the first schedule, Part I. (5) : "The arbitrator shall, so far as is practicable, in assessing compensation, act on his own knowledge and experience, but subject as aforesaid, at any enquiry or arbitration held under this schedule the person holding the enquiry or arbitration shall hear, by themselves or their agents, any authorities or parties authorized by or under this Act to appear, and shall hear witnesses, but shall not, except in such cases as the Board otherwise direct, hear counsel or expert witnesses." It really looks as if Parliament had confused valuation with arbitration. How can an arbitrator put a price on the land without getting the best evidence and having it put before him in the best manner?

The result is that the Board have absolute power to direct that a man's land shall be taken at the price that the arbitrator thinks fit, or, in other words, that the landowner is put out of the protection of the law. Is not this a denial of justice within the meaning of Magna Charta?

The provisions as to the compulsory acquisition of land contained in the Housing and Town Planning, &c., Bill now before Parliament, are similar to those of the Small Holdings and Allotments Act, 1908 ; we venture to hope that their monstrous unfairness will be brought before Parliament.

The Finance Bill contains many examples of vesting absolute

power in a Government department without an appeal to the courts of law. Under section 2, the deductions from the price on sale of land to be allowed for the purpose of determining the increment value duty are to be determined by the Commissioners; under section 3, the amount of increment value duty to be collected is such an amount "as the Commissioners determine having regard to the amount of duty paid on previous occasions"; under section 11, the opinion of the Commissioners that land ought or ought not to be charged with undeveloped land duty "shall be final and not subject to any appeal"; under section 14, the valuation of land for the purpose of total value and site value is to be subject "to any covenant restricting the use of the land entered into before the 30th April, 1909, where, in the opinion of the Commissioners, the restraint imposed by the covenant is reasonably necessary in the interests of the public, or in view of the character and surroundings of the neighbourhood, and the opinion of the Commissioners shall in this case be final and not subject to any appeal." In the same section the deductions to be allowed from the site value are any part of that site value "which is proved to the satisfaction of the Commissioners" to be directly attributable, etc., and any sums which "in the opinion of the Commissioners" would be necessary to expend, etc.; under section 15, the total value of the minerals is to be estimated "after allowing such deduction (if any), as the Commissioners may allow for any sums which are proved to the satisfaction of the Commisioners to have been spent," etc.; under section 17, the Commissioners have power to determine "the original total and site value of the land"; under section 19, the duty may be assessed on or in respect of any such piece of land, whether in separate occupation or not, "as the Commissioners think fit," and the apportionment of the value of any land which has been valued as a whole "shall be apportioned by the Commissioners in such proportions as they shall think just"; under section 21, where a covenant forms part of the consideration for a transfer or lease "the Commissioners may allow such sum as they think just in respect thereof as an addition to the value of the consideration," and where it is necessary to apportion the consideration as between properties included in a transfer or lease "the consideration shall be apportioned by the Commissioners in such manner as they determine." The only appeal from the Commissioners in any of the cases above mentioned is given by section 22 to a referee appointed by the Crown, and his decision is to be final, but if any question of law arises in the course of an appeal, "the referee may, *if he thinks fit*, state the question in the form of a special case for the opinion of the High Court." It will be observed that not only have the parties no right to an appeal, but if the appeal is allowed, they have no right to state their case. Under section 25, the opinion of the Commissioners as to what property is exempt as being held for public or charitable purposes appears to be conclusive. Section 43, which substitutes five years for one year as the period within which a gift *inter vivos* must be made, in order that the property may not be deemed to pass at the death of the donor, is not to apply to any gift "for the benefit of any institution carried on for purposes which in the opinion of the Commissioners are public purposes or charitable purposes." Under section 44, no appeal is to lie under section 10 of the Finance Act, 1894, "where the question in dispute is a question as to the value of real (including leasehold) property" except to a referee appointed by the Crown.

Whatever opinion our readers may have as to the wisdom of the principles of taxation contained in the Finance Bill, it can hardly be denied that the effect of its making the decision of the Commissioners final as to the matters we have pointed out is most oppressive; in effect it puts landowners out of the protection of the law.

Most of our readers will agree with us in thinking that the powers vested by the present Parliament in Government Departments are excessive, and that they are opposed to the provisions of Magna Charta.

Touched by the pleading of a young man convicted of forgery, Mr. Justice Hart, at Longbeach, California, says the *Evening Standard*, not only set him free, but enabled him to pay the costs on the spot by cashing a cheque signed by the prisoner. With fatherly advice, urging the young man to lead an upright life, the judge then bade him Godspeed. The bank returned the cheque marked "No funds."

Evading Estate Duty.

THE appeal in *Attorney-General* v. *Duke of Richmond* (reported elsewhere) has produced considerable diversity of opinion in the House of Lords, and while the decision of BRAY, J. (1907, 2 K. B. 923), and of the Court of Appeal (1908, 2 K. B. 729) against the Crown has been affirmed by a majority consisting of the Lord Chancellor and Lords MACNAGHTEN and ATKINSON, there were two dissentients in Lords COLLINS and SHAW. The point involved in the case was a very narrow one, namely, whether incumbrances created on property for the purchase of an interest therein could be treated as created "wholly for the deceased's own use and benefit," within the meaning of section 7 (1) (*a*) of the Finance Act, 1894, notwithstanding that the avowed object was to evade payment of estate duty; and, while the difference of opinion is not unnatural, the result is in accordance with the view which has previously been taken by the highest tribunal, namely, that a man is entitled to dispose of his property so as to remove it from liability to taxation, though when it has once become liable, he cannot successfully devise a scheme to escape this accrued liability: *Bullivant* v. *Attorney-General for Victoria* (1901, A. C. 196).

In the present case the late Duke of RICHMOND, who was in 1897 owner in tail of certain Scotch estates, made use of a method sanctioned by Scotch law for breaking the entail and vesting the fee simple in himself. This method does not, like a disentailing deed in English law, treat the interests of the heirs in tail as being at the absolute disposition of the tenant in tail. He can, on application to the court, break the entail with their consent; but if this is not given, then their interests must be ascertained by the court, and the amount either paid or secured on the estate: Entail (Scotland) Act, 1882, s. 13. The latter was the mode which the late duke adopted on the advice of his solicitor. The interests of his son and grandson, the next heirs in tail, were valued at £415,000 and £287,000, respectively, and these sums were secured by bonds given by the duke and charged on the estate. Subsequently further bonds for about £88,000 were given to secure interest. The effect of the transaction is clear. Before it was accomplished, the estate, in the event of the death of the duke, would pass on his death within the meaning of section 1 of the Finance Act, 1894, free from incumbrances, and would be aggregated with the rest of his estate and be liable to estate duty. After it was accomplished, this liability continued, save so far as the value of the estate was diminished by the creation of the incumbrances upon it. He had converted himself from the tenant in tail of a free estate to the absolute owner of an incumbered estate. It was admitted that he had done this for the purpose of avoiding payment of estate duty on the full value of the estate. The question was whether this purpose had been successfully attained.

The matter depends entirely on section 7 (1) (*a*) of the Finance Act, 1894. It is, of course, impracticable to tax an incumbered estate in the same manner as a free estate, for this would ignore the division of the beneficial interest between the mortgagor and the mortgagee. A tax on the interest of the mortgagor cannot in fairness extend to the interest of the mortgagee. Hence the section commences by enacting generally that "in determining the value of an estate for the purpose of estate duty allowance shall be made for reasonable funeral expenses, and for debts and incumbrances"; and then, to guard against undue evasion, it is provided that "an allowance shall not be made—(*a*) for debts incurred by the deceased or incumbrances created by a disposition made by the deceased, unless such debts or incumbrances were incurred or created *bonâ fide* for full consideration in money or money's worth wholly for the deceased's own use and benefit and take effect out of his interest." For an incumbrance to be allowed as a deduction it is necessary, therefore, that it should be created (1) *bonâ fide*, (2) for full consideration, (3) wholly for the deceased's own benefit, and (4) so as to take effect out of his interest. Conditions 1, 2, and 4 were, as Lord MACNAGHTEN pointed out, clearly satisfied. The dispute arose only as to the third.

In the above statement of the conditions it is assumed that each is a condition for the creation of the incumbrance, and

this is the grammatical construction of the sentence. But it was considered by BRAY, J.—though the point does not seem to affect the result—that, since a mortgage is created for the benefit of both mortgagor and mortgagee, it can never be treated as created wholly for the mortgagor's benefit, and hence the third condition must be taken as referring only to the consideration; that is, the consideration must be given wholly for the mortgagor's benefit. It seems legitimate, however, when money is raised by mortgage to treat the mortgage as created for the benefit of the mortgagor; it is the condition upon which he gets the money, and as a means to raising the money it is created solely for his benefit, notwithstanding that the right to enforce it is in the mortgagee. And this view of the construction of the clause has prevailed, so that the question has been treated as being whether the incumbrances in the present case were created wholly for the benefit of the late Duke of RICHMOND. As to this we should have thought, but for the two dissentient judgments in the House of Lords, that there was only one answer. The essence of the transaction was that the late duke bought up the interests of the heirs in tail for the sum of £702,000, made up of the two sums of £415,000 and £287,000; and to raise money to pay these sums he created mortgages on the absolute estate. Whether the money was actually paid or was only secured is immaterial. He wished to convert himself from owner in tail into absolute owner, and he raised the means of doing this by a mortgage of the estate. Into his motive for doing this it is not for the court to inquire. Lord MACNAGHTEN very properly ridiculed the idea that the incumbrance must be wholly for the benefit of the debtor in the sense that he is to have the sole beneficial enjoyment of the money or other advantages resulting from the incumbrance. "If," he said, "the construction for which the appellant contends be right, a man who burdens his property to portion his daughter, to educate or advance his son, to save a friend from ruin, to effect some lasting improvements on his estate which cannot give an immediate return, or to promote some benevolent object or some object of real or supposed public utility—to endow a hospital, for instance, or save a famous picture for his country—cannot hope for an allowance from the Commissioners of Inland Revenue. That concession is reserved for the man who spends on himself alone—for the prodigal, the gambler, and such like. I cannot bring myself to think that the Legislature deliberately intended to put a premium on extravagance purely selfish, and to penalize expenditure on objects generally considered more worthy." And he added: "It seems to me that the words of the enactment are satisfied if the direct and immediate purpose of the person incurring the debt, or creating the incumbrance, is to make himself master of a sum of money over which he, and he alone, has power of disposition; and that it was not intended that there should be any inquiry into the ulterior and more remote purposes of the transaction or any investigation into motives."

These words put the matter as clearly as it can be put, and they require no comment to elucidate them. In considering whether the conditions of the statute are complied with, the court has to look, not at motive, but at the actual result of the transaction. Here were incumbrances created *bonâ fide*—for there was no secret understanding for their being not enforceable; for full consideration—for the value had been determined by judicial authority; to take effect out of the mortgagor's estate—for they were charged on the absolute estate which he acquired; and since they were the means of changing him from owner in tail to absolute owner, they were wholly for his benefit. The dissentient judgments of Lords COLLINS and SHAW are based on the assumption that the court must inquire into the motive, or at any rate into the ultimate enjoyment of the benefit of the transaction. The reasoning is plausible, but it is fortunate that the weight of judicial authority has been against it. The transaction gave the late duke the control of £702,000 with which he converted himself into absolute owner. Why he did this was immaterial, and it was immaterial that the transaction has in fact benefited his successors by saving payment of estate duty. Had these considerations prevailed, the utmost uncertainty would have attended dispositions of property. In the present case the motive was openly avowed, but it is not always so, and, to quote once more from Lord MACNAGHTEN'S judgment, "motives for the most part are complex, and often extremely obscure, and if the appellant's contention were to prevail, the door would be open to harassing inquisition and constant litigation."

Reviews.

Damages.

MAYNE'S TREATISE ON DAMAGES. By JOHN D. MAYNE, Barrister-at-Law. EIGHTH EDITION. By LUMLEY SMITH, K.C., Judge of the City of London Court. Stevens & Haynes.

Seeing that practically all actions in the King's Bench Division, and many of those in the Chancery Division, have for their object the recovery of damages, the statement of the principles on which damages are given is obviously a matter of great practical importance, and for many years lawyers have been accustomed to turn for guidance to the present work. The eighth edition includes a considerable number of recent cases; for instance, the question of the damages which can be recovered in subsidence cases has been discussed in *West Leigh Colliery Co.* v. *Tunnicliffe & Hampson* (1908, A. C. 27), and depreciation in market value due to risk of future subsidence excluded; and on matters of continual occurrence in practice the law is conveniently stated and the authorities explained. This is so as regards the damages recoverable for breach of contract for sale of land, on which *Bain* v. *Fothergill* (L. R. 7 H. L. 158) is the leading authority, preventing a purchaser, in the event of a defect of title, from recovering damages for loss of his bargain, though he can recover his expenses of investigating title; and on the troublesome question of "liquidated damages or penalty," with regard to which the various rules are clearly stated, and the recent authorities, including *Clydebank Engineering Co.* v. *Castaneda* (1905, A. C. 6), referred to.

Books of the Week.

The Law Affecting Engineers: being a Concise Statement of the Powers and Duties of an Engineer as between Employer and Contractor, as Arbitrator, and as Expert Witness; together with an Outline of the Law Relating to Engineering Contracts, and an Appendix of Forms of Contract, with Explanatory Notes. By W. VALENTINE BALL, M.A. (Cantab.), Barrister-at-Law. Archibald Constable & Co. (Limited).

The Law of Friendly Societies and Industrial and Provident Societies; with the Acts, Observations Thereon, Forms of Rules, &c., Reports of Leading Cases at Length, and a Copious Index. Fourteenth Edition. By JAMES DUNCAN STUART SIM, B.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The Jurisdiction and Practice of the Court of Passage of the City of Liverpool; with the Rules, Orders, and Statutes Relating to the Court, and Appendices of Forms and Bills of Costs. Edited by WALTER PEEL, Solicitor, Registrar of the Court. Liverpool: Henry Young & Sons.

The Poisons and Pharmacy Act, 1908 (8 Ed. 7, c. 55); with Notes. By H. WIPPELL GADD, Barrister-at-Law. 1s. net. Baillière, Tindall & Cox.

The Land and the Finance Bill. By DAVID MURRAY, M.A., LL.D. Glasgow: James MacLehose & Sons.

Borstal in 1909: The Annual Report of the Borstal Association. The Borstal Association.

New Orders, &c.

Section 127 of the Bankruptcy Act, 1883.

GENERAL RULE MADE PURSUANT TO SECTION 127 OF THE BANKRUPTCY ACT, 1883.

Bankruptcy Notice on County Court Judgment.

1. Where a judgment, on which a creditor desires that a Bankruptcy notice may be issued, has been obtained in a County Court, the creditor shall, with his request for issue of a Bankruptcy notice, produce to the Registrar a certificate of the judgment instead of an office copy.

Citation and Commencement.

2. This rule shall be construed as one with the Bankruptcy Rules,

1886 and 1890, and shall come into operation on the making thereof, and may be cited with the said rules as Rule 137A.

LOREBURN, C.

I concur. WINSTON S. CHURCHILL,
President of the Board of Trade.

Dated the 5th day of July, 1909.

CASES OF THE WEEK.

House of Lords.

ATTORNEY-GENERAL *v.* DUKE OF RICHMOND.
22nd and 23rd April; 26th July.

REVENUE — ESTATE DUTY — ALLOWANCE — INCUMBRANCES — BONA-FIDE CREATION—WHOLLY FOR THE DECEASED'S OWN USE AND BENEFIT—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 7 (1) (A).

In considering whether an incumbrance created by an owner of an estate had been created bonâ fide *within the meaning of section 7, sub-section 1 (a), of the Finance Act, 1894, the motive which actuated him in creating the incumbrance the court is not concerned with, and, provided that the incumbrance is within the law, and made without dishonesty, the fact that the motive was admittedly to lessen the payment of estate duty does not prevent the incumbrances from being* bonâ fide, *and one in respect of which deduction could be claimed.*

So held by Lord Loreburn, C., *and* Lords Macnaghten *and* Atkinson, *but dissented from by* Lords Collins *and* Shaw.

Decision of Bray, J., *affirmed by* Court of Appeal (*reported respectively* 1907, 2 *K. B.* 925, *and* 1908, 2 *K. B.* 729), *upheld by the majority of the House.*

Appeal by the Crown from a decision of the Court of Appeal, affirming an order of Bray, J. In 1897 the then Duke of Richmond, Gordon and Lennox took proceedings under the Scotch Entail Acts to obtain the approval of the court to an instrument of disentail without the consent of his son, the defendant, then the Earl of March, and his grandson, Lord Settrington, in whose favour successively the estates were settled in tail male. Following the proper procedure under those Acts, the interests of the defendant and Lord Settrington under the settlements were valued at £415,000 and £287,000 respectively, and the late duke executed bonds charging the estates with those sums. The court approved an instrument of disentail which was duly recorded and registered, and thereupon the duke became entitled to the estates in fee simple subject to those charges. The defendant and his son settled the sums secured by the bonds upon the defendant for life with remainder to Lord Settrington. In 1903 the late duke made a revocable *mortis causâ* disposition of the estates, subject to the mortgage bonds by which they were entailed after his death to the defendant and Lord Settrington in succession with remainders over as before, but owing to the fact that Lord Settrington had children living at the date of this deed its effect was to tie up the estates for another generation. Interest on the bonds was not paid; indeed, it was admitted that no money passed. Accounts were kept, and the duke from time to time executed further bonds, charging the estate with the balance to the amount of £88,314. The main motive of the late duke was admittedly, in resettling the estates, to lessen the amount of estate duty payable on his death, but all the deeds and instruments, including the bonds, were genuine instruments intended to have their full legal effect. The late duke, then an old man, died in 1903, and the defendant claimed to deduct from the capital value of the estates passing on the death, which amounted to £1,102,221 for the purposes of estate duty, certain debts and incumbrances, including the bonds for £415,000 and £287,000 and £28,314, leaving an excess of debts and incumbrances over the value of the estate, as ascertained for the purposes of estate duty, of £47,092. The Crown claimed duty on the full estimated value of the estates. The duke denied liability, contending that, as the incumbrances exceeded the value of the estates, no duty was due from him, and he based his contention on the allegation that the bonds were incumbrances created *bonâ fide* for full consideration in money's worth wholly for the deceased's own use and benefit within section 7, sub-section 1 (*a*) of the Finance Act, 1894, and that he was therefore entitled to make the deductions claimed.

THE HOUSE having considered,

LORD LOREBURN, C., read the following judgment: I have had the advantage of reading in print the opinion of my noble friends Lord Macnaghten and Lord Atkinson, and I agree with the conclusion at which they have arrived. It is not necessary to decide finally whether the words "wholly for the deceased's own use and benefit" are to be read with the word "created" in section 7, sub-section 1 (*a*), of the Act of 1894, or relate only to the "consideration." If the latter, then no doubt the consideration for the incumbrance was received wholly for the late duke. If the former, I think the incumbrance was created wholly for the late duke's use and benefit, in the sense that this was the direct and immediate purpose, as pointed out by Lord Macnaghten. And this suffices where the other conditions of the section are satisfied. I see no other arguable point in the case. It is not my province either to censure or to commend the transaction itself. It was within the law and without dishonesty. If this case has disclosed a way by which settled property may largely escape the estate duty, that is an affair for the Legislature to consider, in which courts of law have no concern.

LORDS MACNAGHTEN and ATKINSON then delivered judgment in favour of the appeal being dismissed.

LORD COLLINS said he could not persuade himself that the incumbrances in respect of which deduction was claimed in this case were "created wholly for the late duke's own use and benefit." The real question was whether the late duke had succeeded in his attempt to dispose of his property so as to keep it outside the meshes of the taxing statute. In his lordship's opinion he had not, and the appeal should be allowed.

LORD SHAW concurred with Lord Collins that the appeal should be allowed. He thought that the creation of these incumbrances was not for the "use and benefit" of the late duke, but was simply part of a plan for saving death duties to his heirs. He did not think that the scheme was in this case accomplished without a contravention of the letter as well as a very plain violation of the spirit of the statute. By a majority the appeal was dismissed with costs.—COUNSEL, *Sir W. S. Robson*, A.G., *Sir Robert Finlay*, K.C., and *C. H. Sargant* for the Crown; *Danckwerts*, K.C., *Buckmaster*, K.C., and *Austen Cartmell* for the respondent. SOLICITORS, *Sir F. Gore; Burch, Whitehead & Davidsons.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

WING *v.* LONDON GENERAL OMNIBUS CO. (LIM.). No. 1.
17th June; 16th July.

VEHICLES—MOTOR OMNIBUS—SENT OUT ON GREASY ROAD—SKIDDING—NEGLIGENCE OR NUISANCE—RISK TAKEN BY PASSENGER.

The plaintiff, when a passenger in a motor omnibus, was injured by that vehicle running into an electric light standard, and the jury in the county court found that the plaintiff's injuries were caused by the negligence of the defendants in sending on to a greasy road a motor omnibus, which was likely to become, and in fact did become, uncontrollable. The Divisional Court held that judgment should have been entered for the plaintiff, for a person by entering a motor omnibus is not presumed to have taken the risk of its skidding upon a greasy road. The defendants appealed.

Held, Buckley, L.J., *dissenting, that the defendants were entitled to judgment. The fact that the motor omnibus "skidded" was not enough to establish either that the vehicle was a nuisance* per se *or that there was negligence on behalf of the defendants' servants in charge of it.*

Decision of Divisional Court (*reported* 53 SOLICITORS' JOURNAL, 287; 73 J. P. 170) *reversed.*

Appeal by the defendant company from a judgment of the Divisional Court. The action was brought in the Clerkenwell County Court by the plaintiff to recover damages for personal injuries sustained by her owing to the negligence of the defendants' servants. The plaintiff, a flower-seller, was a passenger in a motor omnibus belonging to the defendants and sustained injuries by reason of the omnibus when on a greasy road running into an electric light standard. The plaintiff claimed damages caused either (1) by the negligence of the driver of the defendants' motor omnibus, in that he drove the omnibus against an electric light standard; or (2) by negligence of the defendant company in placing on the highway a dangerous machine which was liable to become, and did in fact become, uncontrollable owing to the slippery condition of the road, and thereby a nuisance. The jury found that the plaintiff's injuries were due to the negligence of the defendants in sending on to a greasy road a motor omnibus which was liable to become uncontrollable through skidding, and did in fact so become. On these facts the county court judge decided in favour of the defendants, and in the course of his judgment stated that it was not suggested at the trial that the defendant company used an imperfectly constructed or wrongly designed vehicle or that they had omitted to use any known contrivance or take any proper precaution to prevent "skidding." The plaintiff appealed to the Divisional Court, who held that in such circumstances the plaintiff was entitled to succeed in the action in the absence of proof by the defendants that when she entered the omnibus she was aware that such vehicles had a tendency to skid, and voluntarily accepted the risk. The defendants appealed.

THE COURT reserved judgment.

VAUGHAN WILLIAMS, L.J., after reviewing the facts, said that Bigham, J., began his judgment by stating that it was not an abnormal thing for a road to be greasy, and then said that if it appeared that a motor omnibus, using a road when the road was in a normal condition, behaved in an eccentric way, there must be something wrong about the car itself, and that people ought not to send out v'icles which (the highway being in an ordinary condition in which you might expect to find it) were not controllable. Here the highway was in a normal condition, and the motor omnibus being driven along it, and being driven (for this purpose he would assume) quite carefully, the driver was not able to control its movements. "I think," said Bigham, J., "that those circumstances are quite sufficient to justify a jury in saying that it is a negligent thing to send that motor-car out." And Walton, J., dealt with the case in much the same way, stating that the county court judge, taking the view that he could not say that there was general evidence of negligence, because the omnibus might have skidded in that way, a fault not in any way due to the driver, left the question

to the jury whether the defendants were negligent. Even in that view, even assuming that the accident was caused by skidding, and that the driver could not control the omnibus and so prevent it, Walton, J., concluded this part of the case by saying :—"Upon that the jury have found for the plaintiff, and upon the decisions which have been given I do not see how that verdict can be impeached unless Mr. Simon's argument must prevail—namely, that the plaintiff, when she went into this omnibus, took the risk of the omnibus skidding." The learned judge then goes on to say : "No doubt if she knew that omnibuses will skid, notwithstanding everything that can be done to prevent them, if she had known that in the sense that the omnibus was not a safe omnibus for her to travel in, and had taken that risk, of course she could not sue; but whether she knew that or whether she did not take that risk is a question of fact upon which the burden is rather on the defendants, who set up that she did take that risk; but it seems to me that there was nothing to show that the plaintiff knew anything at all about the tendency of the omnibus to skid, and that the verdict cannot be disturbed." His lordship thought Walton, J., must have meant there "such an omnibus," to wit, a motor omnibus, to skid. His lordship had not the summing-up of the county court judge, and could only infer its substance from the judgment of the learned judge; but it seemed to him that the jury did not consider any question as to defects in construction or design of this particular omnibus, but assumed the fact that motor omnibuses and other vehicles propelled by motor power had a tendency to skid on slippery roads, and asked themselves whether it was negligence on the part of the defendant company, who had knowledge of this tendency to skid, to place a machine liable to become uncontrollable in slippery conditions of the road and thus a nuisance. If this was the question which the jury presented to themselves and answered, he thought that the fact that the defendant company placed such a carriage on the road to ply for passengers was no evidence of negligence or nuisance, having regard to the fact that motor omnibuses have been running in the streets of the metropolis for many years. No doubt the mere fact of the accident might be *primâ facie* evidence of negligence when the accident itself was evidence of a defect in the particular carriage, as was the case in *Christie* v. *Griggs* (2 Camp. 79) and *Sharp* v. *Gray* (9 Bing. 458); but he did not think that an accident resulting from the tendency of motor omnibuses, however well constructed and designed, to skid was any evidence of negligence or of nuisance. So, with all deference to the Divisional Court, especially as constituted, he thought this appeal must be allowed. His lordship added that he did not think that the knowledge or want of knowledge of the plaintiff of the tendency of motor omnibuses to skid affected the event of this action.

Fletcher Moulton, L.J., gave judgment to the same effect.

Buckley, L.J., was of opinion that the Divisional Court was right and that the appeal should be dismissed. There was no difference of opinion among the members of the court as to the law; the difference arose upon the facts. It was for the jury to say whether the vehicle, being one which in certain conditions of the road would skid and become dangerous, ought to have been used after the road got into that condition. They found that it ought not, and for this negligence, in his opinion, the defendants were liable. By a majority the appeal was allowed.—Counsel, *Simon*, K.C., and *E. B. Charles*, for the appellants; *Moyses* and *Eric Dunbar*, for the respondent. Solicitors, *Hicks, Davis, & Hunt; Alfred Slater & Co.*

[Reported by Erskine Reid, Barrister-at-Law.]

HILLYER *v.* GOVERNORS OF ST. BARTHOLOMEW'S HOSPITAL.

No. 2. 23rd July.

Master and Servant—Hospital—Patient—Injury to Patient through Negligence in Operation—Liability of Governors.

The governing body of a hospital do not undertake to perform operations themselves, but to supply a medical staff consisting of persons in whose selection they have taken due care. Though some members of this medical staff, such as nurses and carriers, are for some purposes the servants of the corporation, yet during the operation they take their orders from the surgeons and cannot be considered servants of the corporation. The corporation therefore is under no liability to a patient in respect of injuries incurred by reason of the negligent performance of an operation.

Appeal from a verdict and judgment at a trial before Grantham, J., and a special jury. The action was brought by William Herbert Hillyer against the Governors of St. Bartholomew's Hospital for damages for injuries from the defendants' negligence at their hospital. The facts are sufficiently stated in the judgment of Farwell, L.J. The plaintiff appealed and applied for a new trial mainly on the ground that the learned judge had refused to leave the question of negligence to the jury.

The Court (Cozens-Hardy, M.R., and Farwell and Kennedy, L.JJ.) dismissed the appeal.

Cozens-Hardy, M.R., concurred in the judgments of Farwell and Kennedy, L.JJ.

Farwell, L.J.—In March, 1907, the plaintiff, who is a medical man, and had recently returned from West Africa in a bad state of health and without means, consulted Mr. Lockwood, and by his advice entered St. Bartholomew's Hospital as a non-paying patient for the purpose of being examined by Mr. Lockwood, who was a consulting surgeon attached to the hospital. He was taken to the theatre in due course, and placed under anæsthetics. When he recovered consciousness he found that one arm had been bruised and the other burned on the inner upper part. Such bruising and burning were consistent with his right arm having been pressed against the edge of the operating table, and with his left arm having been allowed to hang down and come in contact with the heating apparatus under the table; but there was no evidence that this was the case, the plaintiff himself was unconscious, and he called none of the persons who were present at the operation. His only direct evidence was the answer of the defendants to the sixth interrogatory, as follows : "That the plaintiff in the course of the said examination was burned on the left arm by the displacement of a hotwater can in the course of undergoing the said examination under an anæsthetic." The persons who were present at the examination and their duties are set out in the answer to Interrogatory 5 : "That the persons who in the ordinary course of their employment are servants or agents of the defendants and who assisted in the operation and placing the plaintiff upon the operating table and in administering an anæsthetic to the plaintiff and in securing the plaintiff in position on the operating table and in conducting the examination of the plaintiff were the following." Then there are eight persons named—three surgeons, an administrator of anæsthetics, three certificated nurses, then "two of the hospital staff known as carriers and attached to the theatre, whose duty was to bring the plaintiff to the theatre and place him upon the operating table. As regards the part which the above persons took in the examination of the plaintiff in the present case their respective duties were as follow: (*a*) The plaintiff was placed upon the operating table by the carriers. (*b*) The acting sister had to see that he was placed properly on the table, and that the part prepared for examination was uncovered, while the rest of his body was warmly and adequately covered. She had to stand at one side of the surgeon and hand him such things as he might from time to time require. (*c*) The examination of the plaintiff was carried out by the said Charles Barrett Lockwood, assisted by the said George Ernest Gask and the said James Ernest Helme Roberts. (*d*) The house surgeon, with the assistance of the nurses present, had to make such alterations in the position of the plaintiff upon the operating table as the operator demanded. (*e*) The said George Herbert Colt was responsible for the due administration of the necessary anæsthetic. (*f*) The said nurses present had further to comply with the directions of the surgeons in charge as to the requirements of the moment during the course of the examination." The plaintiff now sues the defendants, who are governors of the hospital under certain agreements and statutes, for damages for negligence. Grantham, J., held that if there was negligence they were not liable, and also withdrew the case from the jury on the ground that there was no evidence of negligence. It is now settled that a public body is liable for the negligence of its servants in the same way as private individuals would be liable under similar circumstances, notwithstanding that it is acting in the performance of public duties like a local board of health, or of eleemosynary and charitable functions like a public hospital. The extent to which their property can be made liable to execution is another question, and does not arise here. The first question then, is: Were any of the persons present at the examination servants of the defendants? It is in my opinion impossible to contend that Mr. Lockwood, the surgeon, or the acting assistant-surgeon, or the acting house surgeon, or the administrator of anæsthetics, or any of them, were servants in the proper sense of the word; they are all professional men employed by the defendants to exercise their profession to the best of their abilities according to their own discretion; but in exercising it they are in no way under the orders or bound to obey the directions of the defendants. The only duty undertaken by the defendants is to use due care and skill in selecting their medical staff, a duty similar to that undertaken by trustees to their *cestui que trust* (a duty arising *ex contractu*—see *Ex parte Adamson* (8 Ch. D., at p. 319)—namely, to bring such skill and care to bear on the affairs of their *cestui que trust* as the reasonable man of business brings to his own. It is not suggested that there is any negligent performance of this duty; indeed, so far as Mr. Lockwood is concerned, the plaintiff went to St. Bartholomew's in order to be under his charge, and to be examined by him. This is in accordance with Walton, J.'s, decision in *Evans* v. *Liverpool Corporation* (1906, 1 K. B. 160), with which I entirely agree. The three nurses and the two carriers stand on a somewhat different footing, and I will assume that they are the servants of the defendants. But although they are such servants for general purposes, they are not so for the purposes of operations and examinations by the medical officers. If and so long as they are bound to obey the orders of the defendants, it may well be that they are their servants, but as soon as the door of the theatre or operating room has closed on them for the purposes of an operation (in which term I include examination by the surgeon) they cease to be under the orders of the defendants, and are at the disposal, and under the sole orders of the operating surgeon until the whole operation has been completely finished; the surgeon is for the time being supreme, and the defendants cannot interfere with or gainsay his orders. This is well understood, and is indeed essential to the success of operations; no surgeon would undertake the responsibility of operations if his orders and directions were subject to the control of or interference by the governing body. The nurses and carriers, therefore, assisting at an operation cease for the time being to be the servants of the defendants, inasmuch as they take their orders during that period from the operating surgeon alone, and not from the hospital authorities. The contract of the hospital is not to nurse during the operation, but to supply nurses and others, in whose selection they have taken due care. The relation of the hospital to the patient in respect of nurses and attendants supplied

by the former for an operation on the latter is the same as that of the Association of Nurses to the patient supplied by them with a nurse, as decided by this court in the case of *Hall* v. *Lees* (1904, 2 K. B. 602). I take the test applied by Lord Collins, then Master of the Rolls, at p. 615: "They are not put in his place to do an act which he intended to do for himself." The nurses are not put in the place of the hospital to do work which the governors of the hospital intended to do themselves, because they had not undertaken to operate or assist in operating, but only to supply qualified persons to act as nurses and assistants under the control of the operating surgeon. I am, therefore, of opinion that the defendants are not liable at all to the plaintiff. But even if the nurses and carriers were persons for whose negligence the defendants would be liable, the plaintiff would still fail, because it is clear that they are not liable for the negligence of the surgeon. The plaintiff has to prove his case against the defendants; but he does not do so by showing that he has been injured by the negligence of A, B, C, and D, or of one of them, when the defendants are liable for the negligence of C and D only, and not for that of A and B. He must prove that the defendants are liable, and does not do so by showing that if C and D were the negligent persons they would be liable; but if it is A and B, then they are not. He must prove affirmatively that the negligence was that of the persons for whom the defendants are liable. I prefer not to express any opinion on the question whether the answer to the sixth interrogatory is sufficient evidence to call upon the defendants for an answer.

KENNEDY, L.J., also read a judgment dismissing the appeal.—COUNSEL, *J. B. Matthews, McCall*, K.C., *Norman Craig*, K.C., and *H. Marks*. SOLICITORS, *Warren, Murton & Miller* for *R. H. Rushforth, Amersham*, for the plaintiff; *Wilde, Moore, Wigston & Co.*, for the defendants.

[Reported by J. I. STIRLING, Barrister-at-Law.]

CHISLETT *v.* MACBETH & CO. No. 2. 22nd July.

MASTER AND SERVANT—ACCIDENT—SEAMAN—"RIGGER" AT DOCK—EMPLOYERS' LIABILITY—MERCHANT SHIPPING ACT, 1854 (17 & 18 VICT. c. 104, s. 2—EMPLOYERS AND WORKMEN ACT, 1875 (38 & 39 VICT. c. 90), s. 13—EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. c. 42), s. 8—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), s. 742.

The word "seaman" in the Employers' Liability Act, 1880, *is not defined by the Merchant Shipping Act*, 1854, *but bears its ordinary signification, and does not include a man who is casually employed in warping a vessel from one side of a dock to another.*

Appeal from a decision of the Divisional Court (Bigham and Walton, JJ.), (reported 1909, 1 K. B. 36), on an appeal by the defendants from the decision of the Liverpool County Court judge, sitting with a jury. By section 8 of the Employers' Liability Act, 1880, the expression "workman" means a railway servant and any person to whom the Employers and Workmen Act, 1875, applies. Section 13 of the latter Act provides "that this Act shall not apply to seamen or to apprentices to the sea service." The Merchant Shipping Act, 1854, Section 2, provides that the word "'seaman' shall include every person . . . . . employed or engaged in any capacity on board any ship." The plaintiff was engaged in warping a vessel owned by the defendants, by whom he was employed, from one berth to another across the Langton Dock, which is one of the large docks in Liverpool. He was one of five hands who were so engaged upon the deck of the vessel in question. The duty in which he was engaged at the moment consisted of unmooring the vessel from the side of the dock where she was then lying, passing ropes to a tug, and to the quay alongside of which the vessel was to be moored. Then the vessel was taken across by means of the tug and by means of a rope, and was during this operation at no moment entirely free from a quay. She was not using any of her own steam or any motive power of her own. While thus employed the plaintiff met with an accident owing to the breaking of a rope. At the trial in the county court the jury found the questions of fact left to them in favour of the plaintiff, and the judge held that the plaintiff was not a seaman within the meaning of the definition contained in Section 2 of the Merchant Shipping Act, 1854, and entered judgment for him for £50. The defendants appealed to the Divisional Court. The Divisional Court were of opinion that the plaintiff came within the terms of the definition in the Merchant Shipping Act, 1854, and that the appeal, therefore, must be allowed. Judgment was accordingly entered for the defendants.

THE COURT (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.JJ.) allowed the appeal.

FARWELL, L.J.—In this case the Divisional Court have proceeded on the assumption that *Corbett v. Pearce* (1904, 2 K. B., 422) decided that "seaman" in the Employers' Liability Act, 1880, is defined by the Merchant Shipping Act, 1854. I am unable to agree with this. It is true that the Lord Chief Justice in that case expressed his opinion that this is so, but neither of the other two members of the court founded his judgment entirely on or accepted that opinion, and I am unable to agree with it. It is contrary to the decision of the Scotch court in *Oakes* v. *Minkland Iron Co.* (11 Sess. Cas. 4th series, p. 57), and on a question of this sort it is desirable that the decisions in the Scotch court and in the courts of this country should, if possible, be uniform. Further, it is to be observed that the definition of seaman under the Act of 1854 is not a true definition at all. That Act says "including" not "means," and I know of no principle which warrants the Court in assuming that such a phrase, or even a definition proper, in one Act is to be read into another. Draftsmen of Acts of Parliament are only too ready to avail themselves of the pernicious practice of legislating by express reference to another Act. I should be sorry to give any encouragement to the view that such reference may be implied. It is bad draftsmanship enough to refer expressly; it would be far worse to refer by implication. I think that "seamen" in the Act of 1880 must bear its ordinary signification, and without attempting to define it, it is sufficient to say that I agree with the county court judge that a man employed "in a casual and temporary employment of this character when the vessel was not employed in a self-navigating manner, but was being dragged by external power over an artificial water, is not a seaman within the Act of 1880.

KENNEDY, L.J., also read a judgment allowing the appeal.

COZENS-HARDY, M.R., agreed.—COUNSEL, *Hanbury Aggs; Maxwell*. SOLICITORS, *Edward Lloyd; Weightman, Pedder, & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **TRUST DEED OF H. BENTLEY & CO. (LIM.) OF THE 7th OF DECEMBER, 1889. CHARLESWORTH *v.* BENTLEY AND YORKSHIRE BREWERIES (LIM.).** *Re* **BENTLEY'S YORKSHIRE BREWERIES (LIM.) TRUST DEED OF THE 31st OF AUGUST, 1893. DAY *v.* THE COMPANY.** *Re* **BENTLEY'S YORKSHIRE BREWERIES (LIM.) TRUST DEED OF THE 10th OF DECEMBER, 1897. CHARLESWORTH *v.* THE COMPANY.** Warrington, J. 16th and 17th July.

COMPANY—DEBENTURE TRUST DEED—LICENSING ACT, 1904—COMPENSATION MONEY—PURCHASE MONEY—CAPITAL MONEYS—INVESTMENT.

Compensation money under the Licensing Act, 1904, *received by the trustees of a debenture trust deed executed by a company owning licensed houses, may be treated as "purchase money" or "capital moneys" for the purpose of its application by them in accordance with the terms of the deed.*

Dawson *v.* Braime's Tadcaster Breweries (Limited) (1907, 2 *Ch.* 359) *followed.*

Under a general power to invest such purchase money in real or leasehold property, such trustees may apply it in either the purchase or (if the security is sufficient) the mortgage of licensed messuages and premises belonging either to the company or to third parties.

These were three summonses taken out by the respective trustees of three debenture trust deeds for the determination of certain questions arising out of the extinction of licences under the Licensing Act, 1904. The first deed was executed by H. Bentley & Co. (Limited), and by it certain specific freeholds and leaseholds were assured to trustees to secure an issue of debentures; and the debentures contained a floating charge on all the undertaking and the other property of the company. By Clause 11 of the deed the trustees were directed at any time before re-entry, on the application of the company, to sell any part of the mortgaged premises as if the primary trust for conversion had then arisen. By the same clause they were in effect directed to hold the purchase money thereunder in trust to redeem debentures, or to purchase freeholds, or leaseholds having not less than eighty years to run, to be held with the mortgaged property. The second deed was executed immediately after the amalgamation of H. Bentley & Co. with other companies, and Clause 12 of the second deed was a repetition of Clause 11 of the first. The third deed was for securing an issue of debenture stock, and was in rather different terms. It comprised the properties specifically mortgaged by each of the preceding deeds, and also some unencumbered properties, and it contained a floating charge. By Clause 22 the trustees were empowered (but only if and so far as in their opinion the interests of the stockholders should not be prejudiced thereby) *inter alia* to sell as before any part of the mortgaged premises; (by sub-clause 8) to settle accounts and disputes in relation to the mortgaged premises; and (by sub-clause 10) generally to act in relation to the mortgaged premises in such manner as they might think expedient. By Clause 23 the trustees were directed to hold the capital moneys so arising in trust (among other purposes) to purchase, whether from the company or not, other property convenient for the purposes of the company. Under the Licensing Act, 1904, some of the company's houses thus mortgaged lost their licences, and the compensation money awarded was paid to the respective trustees; and the trustees now desired to know in the first place whether this money was applicable by them as "purchase money" and "capital money."

WARRINGTON, J., stated the facts and proceeded: The case seems to me absolutely covered by authority as regards all the three deeds. Three cases have been cited to me; but the third, *Dawson* v. *Braime's Tadcaster Breweries (Limited)*, exactly covers this case. Kekewich, J., there held that what had taken place was a sale, and therefore the compensation money was capital money arising under the exercise of the trustees' power to sell. I need not read the judgment of Kekewich, J. I should be bound by it in any case, but I agree with every word of it; and there are certain considerations suggested by the case before me which strengthen the view that he there took. Consider Clause 11 of the first deed. Now, what happens in this case? The justices, to all intents and purposes, by virtue of the Act, purchased the difference between the value of the premises as licensed premises and their value as unlicensed. Then do the trustees sell? I think they do. The trustees receive the money and give a discharge. That is all that the vendor in a case like this has to do. The Act itself conveys the interest, by extinguishing it. The trustees act as vendors. The company appears as owner of the premises. The money is paid to the trustees, on the

application of the company. Take the third deed. The words are more special: "Only if and so far as in their opinion the interests of the stockholders shall not be prejudiced thereby." But I may very fairly infer that the interests of the debenture-holders would be prejudiced if the trustees did not sell, and would be advanced if they did. I answer question 1 in each case in the affirmative. In the case of the third deed I prefer to put the decision on the ground of sale rather than on Clause 22 (8).

The second question in each case was whether on the construction of the deed the trustees might invest the purchase (or capital) money thus arising in (*a*) the purchase, or (*b*) the mortgage of licensed premises belonging either (*a*) to the company, or (*b*) to third parties.

WARRINGTON, J., held that the trustees had such power, even under the general words of the two earlier deeds; but that in investing on mortgage either by the company or by third parties they must be satisfied that the security offered was a proper trustees' security.

Clause 23 of the third deed further provided that in the case of property bought with capital moneys from the company the trustees might purchase at 75 per cent. of the price paid by the company for the same.

WARRINGTON, J., held that in purchasing premises belonging to the company the trustees were not prohibited from paying more than 75 per cent. of the price paid by the company, but that no addition should be made to the price in respect of improvements or alterations.—COUNSEL, for the plaintiffs, *P. F. S. Stokes;* for the company, *Cave,* K.C., and *Clauson;* for the debenture-holders, *P. F. Wheeler.* SOLICITORS, *Vincent & Vincent,* for *Day & Yewdall,* Leeds; *Haslam & Sanders,* for *Milne, Bury, & Lewis,* Manchester; *Philip Johnson.*

[Reported by H. F. CHETTLE, Barrister-at-Law.]

Re **HARRIS.** *Ex parte* **LONDON COUNTY COUNCIL.** Eve, J. 20th July.

LANDS CLAUSES ACT, 1845 (8 & 9 VICT. c. 18), s. 79—PAYMENT OUT—PERSON ABSOLUTELY ENTITLED—ADVERSE POSSESSION—RIGHT TO VALUE OF REVERSION AFTER EXPIRATION OF TERM.

A person showing title by adverse possession for twelve years after the expiration of a long term of years to land taken under the Lands Clauses Act will, in the absence of any valid claim by the reversioner, be deemed to be owner of the land and entitled to payment out of the purchase money under section 79 *of the Act.*

Ex parte Chamberlain (14 *Ch. D.* 323) *followed.*

This was a petition for payment out. By an indenture of the 1st of September, 1810, one Thomas Luxmoore sold an annuity of £100 to Samuel Harris during certain lives, and for better securing the same the premises No. 338, Strand, were demised by Ann Harrison to S. Harris for the term of 200 years upon the trusts therein mentioned. By his will S. Harris, who died in 1860, devised and bequeathed all his real estate and residuary personalty to his grandson, Samuel Thomas Harris. Under the will dated the 11th of August, 1874, of S. T. Harris, who died on the 15th of December, 1874, the petitioners were the present trustees of his will. The survivor of the lives for which the annuity was granted died on the 31st of May, 1895. In May, 1900, the London County Council agreed to purchase the premises No. 338, Strand, and paid £8,400, the amount of the valuation, into court. By an order of the 13th of March, 1901, the interest on the fund was directed to be paid to the tenant for life until the expiration of twelve years from the death of the survivor of the lives, which was done. In 1907 two actions were commenced by persons claiming the fund under the will of Ann Harrison, but were compromised. Samuel Harris and his successors in title were in continuous receipt of the rents of the premises from the year 1829 or earlier down to the time when the premises were taken by the London County Council. The rents considerably exceeded the amount of the annuity. The freehold title deeds had been in the possession of S. Harris and his successors in title ever since 1810, and were now in the possession of the petitioners, who claimed under section 79 of the Lands Clauses Consolidation Act to be entitled to the fund in court. Section 79 provides that "the parties respectively in possession of such lands as being the owners thereof or in receipt of the rents of such lands as being entitled thereto at the time of such lands being purchased or taken shall be deemed to have been lawfully entitled to such lands until the contrary be shewn to the satisfaction of the court, and unless the contrary be shewn the parties so in possession . . . shall be deemed entitled to the money so deposited," and the same shall be paid accordingly. The petitioners relied upon *Ex parte Chamberlain* (14 Ch. D. 323), but in *Gedye* v. *Commissioners of Works* (1891, 2 Ch. 630) Lindley and Bowen, L.JJ., doubted whether that decision was right.

EVE, J.—I think the order asked for should be made. The petitioners were entitled to a term of 200 years to secure an annuity for lives the last of which fell in on the 31st of May, 1895. In 1900 the London County Council acquired the property under their compulsory powers. The petitioners or their predecessors had been in possession for many years, certainly from the year 1829, and possibly from 1810. They granted leases and were in possession of the title deeds, and they received all the rents, which were considerably in excess of the annuity, down to the sale in 1900. In 1901 an application was made to the court for payment out of the fund to the present petitioners, but Joyce, J., did not see his way to make the order, but directed the fund to be invested and the dividends to be paid to the tenant for life until the lapse of twelve years from the 31st of May, 1895, or further order. The twelve years expired on the 31st of May, 1907, when certain astute persons instituted proceedings in which they claimed the fund, but that claim has been withdrawn. As matters now stand, the termor has been in undisputed possession for fourteen years, and no one has come forward with any other claim except the one just mentioned. The petitioners now ask for payment out of the fund, and the only question now raised is whether the possession of the claimant is vitiated by reason of the fact that the claimants were in possession as termors down to the year 1895, and therefore they were in possession as owners only five years prior to the purchase by the London County Council. I confess I am unable to appreciate the principle upon which that question has been raised. The termor has in fact been in adverse possession for the statutory period, and has got a good possessory title against all the world. The case, therefore, comes within *Ex parte Chamberlain,* and the petitioners are entitled to an order for payment out of the fund.—COUNSEL, *Jessel,* K.C., and *A. B. Marten; Frederick Thompson; Luxmoore.* SOLICITORS, *Warren, Murton, & Miller,* for *F. F. Giraud, Faversham; E. Tanner; Hasties.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

VIGNES *v.* **STEPHEN SMITH & CO. (LIM.).** Eve, J. 23rd July.

PRACTICE—WRIT—SERVICE ON COMPANY—REGISTERED OFFICE—SERVICE AT UNREGISTERED OFFICE—SETTING ASIDE WRIT.—R. S. C. IX. 8.

The only way in which a writ can be served on a company is by leaving it at or sending it by post to the registered office of the company. It is not sufficient to serve it at an office which, though an office of the company, is not the registered office of the company.

This was a motion to set aside a writ on the ground that it had not been properly served. The writ was issued against a limited company which had a registered office in one part of London, and had works with an office in another part of London. The writ was served at the office at the works, and not at the registered office. The defendants contended that such service was not sufficient, and cited *Wood* v. *Anderston Foundry Co.* (36 W. R. 918), *Watkins* v. *Scottish Imperial Insurance Co.* (23 Q. B. D. 285), and *Pearks* v. *Richardson* (1902, 1 K. B. 91). The plaintiff contended that it was sufficient if the writ was brought to the notice of the company, and he cited *Compagnie Générale Transatlantique* v. *Law* (1899, A. C. 431), *Re Regent United Service Stores* (8 Ch. D. 75), and *Smith* v. *Hammond* (1896, 1 Q. B. 571).

EVE, J.—On the 8th of July last the plaintiff issued a writ for trespass, damages, and costs. On the same day he took the writ down to the works of the company where they carried on business, and where he saw a building with "office" written over it, and there he served the writ. Now it turns out that that was not the registered office of the company, and the defendants launched this motion to set aside the writ in the action. The ground of the application is that the writ must be served on the company in the manner directed by the statute. Ord. 9, r. 8, provides that where by any statute provision is made for service of any writ of summons on any body or number of persons, whether corporate or unincorporate, every writ of summons may be served in the manner so provided. Here the defendant company is incorporated, and by section 116 of the Companies Consolidation Act, 1908, it is provided that "a document may be served on a company by leaving it at or sending it by post to the registered office of the company." Now counsel for the plaintiff points out that the words in the section and in the rule are "may be served" and not "must be served," and he says that the court may look at the surrounding circumstances and say whether the fact that the writ has been issued has been brought home to the company, and whether the company have not done all that is necessary for that purpose, and he cited cases where the writ was not set aside, though the rule had not been strictly adhered to. Those cases were mostly cases of foreign companies, and are not really germane to the present case. Here the question is whether it is competent to serve a company with a writ except in the prescribed form. I am precluded by the decisions cited by the defendants' counsel from holding that the writ has been properly served. The rule and the section clearly indicate that the only way in which a writ can be served on a company is by leaving it at or sending it by post to the registered office. There will therefore be an order setting aside the writ.—COUNSEL, *Fuller; Ashton Cross.* SOLICITORS, *Jennings, Son, & Allen; Brewer & Son.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

RIGGALL & SON *v.* **GREAT CENTRAL RAILWAY CO.**
Pickford, J. 19th July.

SHIP—BILL OF LADING—RAILWAY COMPANY—UNREASONABLE CONDITION—LIABILITY OF COMPANY—RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 18 VICT. c. 31), s. 7—RAILWAY CLAUSES ACT, 1863 (26 & 27 VICT. c. 92), s. 31.

A railway company contracted to carry a cargo by one of their steamers under a bill of lading, which contained a clause excepting them from liability for negligence on the part of any of their servants.

Held, that in the absence of a bonâ fide *alternative rate for the carriage of the cargo, such a condition was void as being unreasonable within the meaning of section* 7 *of the Railway and Canal Traffic Act,* 1854.

The defendant railway company entered into a contract by bill of lading for the carriage of a cargo of sugar from Rotterdam to Antwerp

on board one of their steamers. The bill of lading contained the following clause: "All accidents, loss, and damage of whatsoever nature or kind, and however occasioned from machinery, boilers, steam, and steam navigation, or from perils of the seas or rivers, or from any act, neglect, error, misfeasance, or default whatsoever of the master, officers, engineers, crew, stevedores, servants, or agents of the shipowners, or other persons whomsoever in the management, loading, stowing, and transmitting the cargo, or in navigating the ship or otherwise, or from any accident through defects or latent defects in hull, tackle, or machinery or appurtenances, or unseaworthiness of the ship . . . . (whether or not existing at the time of the goods being loaded, or at the commencement of the voyage) excepted, the shipowners being in no way liable for any of the consequences of the causes above excepted, and it being agreed that the captain, officers, and crew of the vessel in transmission of the goods as between shippers, consignees, or owners of the goods, and the ship or shipowners be considered the servants of such shippers, consignees, or owners of the goods." The cargo was loaded in a hold above a water ballast tank, the lid of which had been damaged during the discharge of the previous cargo. This was known to the officers of the ship before the cargo was loaded, but no steps were taken to repair it, and when the tank was run out during the voyage the water soaked into the cargo, which consequently suffered damage. It was contended on behalf of the plaintiffs that the defendants were not protected by the clause in the bill of lading, because it was unreasonable within section 7 of the Railway and Canal Traffic Act, 1854, the operation of which was extended to steamers by section 31 of the Railway Clauses Act, 1863. It was submitted on behalf of the defendants that the clause was reasonable as it had been in use for the last thirty-five years, and that the plaintiffs could have protected themselves by insurance.

PICKFORD, J., in the course of his judgment said there was great negligence on the part of the officers of the ship, particularly in allowing the cargo to be stowed without a warning being given that water should not be put into that particular tank. He thought the very comprehensive exception in the bill of lading did protect the defendants from the negligence which took place, but that left the important question to decide as to whether the condition was reasonable within the Railway and Canal Traffic Act, 1854. *Primâ facie* he had the strongest possible authority for saying that a condition which exempted carriers from the negligence of their servants was unreasonable within the section: *Doolan v. Midland Railway Co.* (2 App. Cas. 792). In that case Lord Blackburn said:—"As the condition now before your lordships tries to exempt the company from all liability from the negligence of its officers and servants, if any condition can be unreasonable, that is." It had been contended that that decision, which was really the only one dealing with the section, was before the general introduction of the negligence clause in bills of lading, and that as the clause had been included in every bill of lading, at any rate from this port, for the last thirty-five years, it must therefore be reasonable. He confessed he could not follow that argument. He did not think the fact that the insurance premiums in cases where negligence was not excepted would be very little higher was a matter that ought to guide him, because it did not decide the question as to whether a condition was unreasonable. In the case of *Manchester, Sheffield, and Lincolnshire Railway Co.* v. *Brown* (8 App. Cas. 703), it was decided that if there was a *bonâ fide* alternative rate such a contract would be just and reasonable. There was no evidence in the present case of any alternative rate of freight. The only suggestion of it was, if the shipper wanted his goods carried at company's risk without the negligence clause, the defendants would charge a higher rate of freight. Whether or not the defendants would be able to do this in the face of the competition which they said existed, he did not know, but he had not to speculate as to whether there was an alternative rate. He had to look at the condition as made between the two parties and decide as a judge whether it was reasonable as between them. Looking at the matter in that way, he held that the condition was unreasonable, and there must be judgment for the plaintiffs.—COUNSEL, *Leslie Scott*, K.C., and *Bateson; Scrutton*, K.C., and *Mackinnon*. SOLICITORS, *Field, Roscoe, & Co.*, for *Batesons, Warr, & Wilmhurst*, Liverpool; *William A. Crump & Son.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

BARQUE ROBERT S. BESNARD CO. (LIM.) *v.* MURTON.
Pickford, J. 11th and 27th May.

MARINE INSURANCE—POLICY ON FREIGHT—CONSTRUCTIVE TOTAL LOSS—NOTICE OF ABANDONMENT—FREIGHT SUBSEQUENTLY CARRIED.

The plaintiffs took out a policy of insurance with the defendants on freight proposed to be carried by their ship on a voyage from Monte Video to New York. The ship left Monte Video on the 1st of November, 1905, but, becoming disabled by reason of heavy weather, she was towed into Charlestown on the 10th of January, 1906. After a survey had been held, notice of abandonment was given to the underwriters on the 20th of January, on the ground that there had been a constructive total loss of freight. They refused to accept the notice, but agreed that the 20th of January should be treated as the date on which a writ was issued. The vessel was subsequently sold, and after being repaired, was towed into New York, where the freight was collected by the purchasers.

Held, that as there was a constructive total loss of freight at the date which was agreed as date of writ, the plaintiffs were entitled to recover the amount of the insurance, although the freight was in fact subsequently earned.

The plaintiffs were the owners of the barque *Robert S. Besnard*, and the defendant, one of the underwriters, with whom a policy of insurance on the freight of the ship had been effected. The ship was chartered for a voyage from Monte Video to New York. She left Monte Video on the 1st of November, 1905, and during the course of the voyage she encountered such bad weather that she was obliged to put into Charlestown on the 10th of January, 1906. While there, surveys were held, the result being that it became clear that there was a constructive total loss of freight. On the 20th of January notice of abandonment was given to the underwriters, which was not accepted, but the underwriters initialled the following note at the bottom of the notice:—"In the event of your declining to accept abandonment, it shall be understood that you agree to the assured being placed in the same position as if a writ had been issued this day for the amount of your policy." The ship was subsequently purchased by the cargo underwriters, and, after being repaired, was towed into New York. She arrived there on the 10th of February, when the cargo was delivered and freight collected by the purchasers. It was contended on behalf of the plaintiffs that when ship and freight had both suffered a constructive total loss there was nothing more to be done by them. It was submitted on behalf of the defendants that the voyage or adventure had never been abandoned, as the person who had the right to do it under the contract sold it to another, who carried it out. *Cur. adv. vult.*

PICKFORD, J., in the course of his judgment, said there was a constructive total loss of the ship at Charlestown. It was agreed that the plaintiffs were to be put into the same position as if the writ had been issued on the 20th of January, 1906, and, according to the case of *Ruys v. Royal Exchange Insurance Co.* (1897, 2 Q. B. 135) the commencement of the action was the date at which he had to look in considering the rights of the parties. At that date the cost of transhipping and carrying on the cargo would have been more than could have been obtained for the freight. It was said that although this might be the case, the facts showed that the voyage was not abandoned. He thought that what took place was not a carrying out of the voyage on behalf of the plaintiffs at all, but was an arrangement to make the best of the goods for the benefit of all concerned, and he did not think that what took place in the sale of the ship and the carrying on of the voyage by the cargo underwriters showed that there was not an abandonment of the venture on the 20th of January, so far as the plaintiffs were concerned. It was said that there was no case in which freight had ever been held to be lost where it had been earned, and *primâ facie* that seemed to be a true proposition. The principles enunciated in the various cases were very difficult to reconcile, but in the view he took of the case it was not necessary for him to decide the point, as in all those cases the freight had been earned before the action was brought. In the present case he had to consider the action as begun on the 20th of January, 1906, on which date the circumstances showed that there was a loss of freight. If, therefore, freight was afterwards carried it became a question of salvage, whether it had to be taken as the actual freight, or as a *quantum meruit* of the same amount. He did not think there was any salvage which came to the plaintiffs, and, therefore, they were entitled to judgment for the amount claimed, with costs.—COUNSEL, *Atkin*, K.C., and *Maurice Hill; Scrutton*, K.C., and *Mackinnon*. SOLICITORS, *Thomas Cooper & Co.; Parker, Garrett, Holman, & Howden.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

GRIMSDICK *v.* SWEETMAN. Div. Court. 14th and 15th July.

LICENSING LAW—ANTE-1869 BEERHOUSE—LICENCE REFUSED WITH COMPENSATION—EFFECT ON LEASE.

During the continuance of the lease of an ante-1869 beerhouse "and premises, with the bakehouse in the rear," by which the landlord covenanted for quiet enjoyment, and the tenant covenanted not to use the premises otherwise than as a beerhouse except with the consent of the landlord, the renewal of the licence of the house was refused by the compensation authority, subject to compensation. Both landlord and tenant received compensation. In an action for rent accruing due subsequent to the extinction of the licence, the tenant contended that the lease had determined on the extinction of the licence as on a total failure of consideration.

Held, that the lease had not so determined.

This was an appeal from the decision of a county court judge given in favour of the defendant in an action for rent. The facts and arguments in the case appear from the judgment of Darling, J., which was as follows:—

DARLING, J.—This case raises a peculiar point, and, for my own part, I have come to a different conclusion to that of the county court judge, and I think that this appeal should be allowed. The facts are as follows: In 1895 the plaintiff let to the defendant certain premises that were described in the lease as "All that beerhouse and premises with the bakehouse in the rear." The beerhouse was an ante-1869 beerhouse, which could only be deprived of its licence on one of four specified grounds. One of these was that "the applicant or the house in respect of which he applies is not duly qualified as by law is required," and that includes the ground that the applicant is not "the real resident holder and occupier," pursuant to the Beerhouse Act, 1840. By section 9 (3) of the Licensing Act, 1904, these are still the grounds upon which the power to refuse the renewal of such an existing onlicence is reserved to the licensing justices; but if the licence is taken

away on any other ground by the compensation authority compensation must be paid to the persons interested in the licensed premises, to the leaseholder, and to the person from whom he holds his lease, because of the diminished value of the premises by reason of the fact that the business of a beerhouse can no longer be carried on there. Now it happened that the licence of this beerhouse was selected for extinction. Therefore the plaintiff (the owner) received compensation because of the diminished value of the premises, and the tenant also received compensation because of what he had lost by not being able to sell beer from the date of the extinction of the licence. The lease was described as a lease of the beerhouse and premises and of the bakehouse in the rear, so that when the licence was extinguished the defendant still remained the tenant of the premises and of the bakehouse. Mr. Emanuel has contended before us that this is not so, because what was let to the defendant was not a house but a beerhouse, and that when it ceased to be a beerhouse it ceased to be a house. We do not think that is so. We think that although it ceased to be a beerhouse it remained a house. If a chapel were licensed for the solemnization of marriages and that licence were taken away it would not cease to be a chapel, and even if for some reason it ceased to be a chapel, it would still remain a house. I do not think that because this was a licensed beerhouse when the licence was taken away it ceased to be a house altogether. The rule to be obtained from the case of *Taylor* v. *Caldwell* (1863, 11 W. R. 726, 32 L. J. Q. B. 164) is this, that if the consideration is all gone, if the consideration for a contract absolutely and entirely fails, then there is an end to the contract. Lord Selborne, L.C., expressed the rule in the case of *Gowans* v. *Christie* (1873, 11 Macph, p. 3), when he said: "Now, in one point of view such a doctrine may be, and I venture to say is, perfectly intelligible and perfectly reasonable. When there is that which in the language of the law of this country would be called a total failure of consideration; when the landlord has not the thing to let which he purports to let, and which is the consideration for the rents, it is perfectly reasonable that the whole lease should fail *ab initio*, and be capable of reduction. Nor is it a very wide extension of that same principle to say that if a landlord warrants a continuation of the subject-matter for a certain number of years, a failure of the subject-matter before that number of years has elapsed shall involve a reduction or termination of the contract at the time of that failure and thenceforward. Those views are, at all events, perfectly intelligible. But they all resolve themselves into either the original non-existence of the subject-matter, the failure of the landlord to put the tenant in possession of the subject-matter of the lease, or the subsequent exhaustion or failure of that subject-matter, so that from a given time it ceases to exist." That has been followed in many other cases. The same rule may be deduced from *Blum* v. *Ansley* (1900, 16 Times Law Reports 249). The judgment of Vaughan Williams, L.J., in *Krell* v. *Henry* (1903, 2 K. B. 740) and of Lords McLaren and of the Lord President in *Hart's Trustees* v. *Arrol* (1903, 6 Fr. 36) are also instructive in the matter. Now, has there been a total failure of consideration in the present case or a warranty by the landlord that the subject-matter of the contract should continue, and if so, has such warranty failed? Mr. Emanuel has tried to make out that this was the case by referring to the covenant for quiet enjoyment. In order to do so he must assume that this was a covenant for quiet enjoyment not of a house but of a house with a licence attached. I do not think there has been a total failure of consideration. The Legislature and the compensation authority did not simply put an end to the house as a beerhouse. It was recognised that because the house was ceasing to be a beerhouse, although it still remained a house, it was just to give some sort of compensation to the tenant and to the landlord, and they both received it. Why was this? Because what had been a house with liberty to carry on a particular trade, remained after the licence was taken away a house capable of earning rent, although its licensee had no longer the right to carry on a particular trade. Mr. Emanuel was driven to say that the taking away of the licence *ipso facto* converted the tenant into either a trespasser or a tenant-at-will. But I think it made him neither the one nor the other. I think the defendant continued a tenant liable to pay his rent and to observe the covenants he had entered into, and that the landlord was liable to observe the covenant he had entered into, so far as the Act of Parliament has not interfered with the circumstances as previously existing. Here the landlord had entered into a covenant for the quiet enjoyment of these premises, and the tenant had entered into a covenant not to use the premises otherwise than as a beerhouse. I do not think that means that the tenant is not to occupy the premises otherwise than for the sale of beer when the Legislature has provided that he shall no longer be allowed to sell beer. He does not break his covenant because he continues to live on the premises, sleep there, and bake his bread there, because, in short, he occupies the premises. The house is useful and capable of occupation, whether used as a beerhouse or not. The county court judge ought not to have come to this conclusion unless he found that there was a total failure of consideration. The facts of the case shew that there was not a total failure of consideration within the meaning of the rule. The appeal, therefore, will be allowed.

JELF, J., delivered judgment to the same effect.—COUNSEL, *Garnett*, for the plaintiff; *Emanuel*, for the defendant. SOLICITORS, *Eaton, Taylor, & Co.*, for *H. A. Mathews*, Isle of Wight; *Speechly, Mumford, & Craig*, for *Lamport, Bassitt, & Hiscock*, Newport, Isle of Wight.

[Reported by C. G. MORAN, Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Suspended.

July 27.—LEONARD SACHEVERELL CHARLES BARNABAS WEATHERLEY, 24, Bloomsbury-square, London, to be suspended for twelve months.

July 26.—CHRISTOPHER JOHN ELGIE, 15, Church-street, West Hartlepool, to be suspended for six months.

Societies.

The Law Society.

COUNCIL ELECTION, 1909.

Report of the scrutineers, presented at the adjourned general meeting of the society, on the 26th of July, 1909.

We, the undersigned five scrutineers duly appointed at the general meeting of the society held on the 9th day of July, 1909, to receive and examine the voting papers, and to certify the result of the election of candidates for the Council, report as follows:—

The secretary handed to us on Thursday, the 22nd of July, a box containing the voting papers, which he informed us had been placed in it as they were delivered, and they were opened and examined by us.

The first schedule hereto annexed contains a statement of the total number of voting papers received, and the number of papers rejected, with the ground of rejection.

The second schedule contains a statement of the total number of votes given in favour of each candidate.

The third schedule contains the names of those candidates whom we find and certify to be duly elected.

The voting papers have been closed up under our seal.

THE FIRST SCHEDULE.

REFERRED TO IN THE ANNEXED REPORT.

Voting Papers Received, Rejected, etc.

The number of voting papers received was	3,889
of which there were—	
(*a*) Received after the proper date	22
(*b*) Unsigned	29
(*c*) Less than two names struck out	3

THE SECOND SCHEDULE.

REFERRED TO IN THE ANNEXED REPORT.

Votes in Favour of Each Candidate.

	Total Votes.
James Samuel Beale	3,348
Sir Homewood Crawford	3,060
Robert William Dibdin	2,875
Samuel Garrett	3,173
Herbert Gibson	2,814
Charles Goddard	2,983
Frank Brinsley Harper	1,639
Sir John Hollams	3,311
William John Humfrys	3,482
Joseph Farmer Milne	3,526
Charles Henry Morton	3,378
Robert Chancellor Nesbitt	2,450
George Heynes Radford, M.P.	1,872
William Howard Winterbotham	3,204

THE THIRD SCHEDULE.

REFERRED TO IN THE ANNEXED REPORT.

Names of Candidates duly Elected.

	Total Votes.
Joseph Farmer Milne	3,526
William John Humfrys	3,482
Charles Henry Morton...	3,378
James Samuel Beale	3,348
Sir John Hollams	3,311
William Howard Winterbotham	3,204
Samuel Garrett	3,173
Sir Homewood Crawford	3,060
Charles Goddard	2,983
Robert William Dibdin	2,875
Herbert Gibson	2,814
Robert Chancellor Nesbitt	2,450

(Signed) W. J. FRASER, *Chairman*.
R. C. ATKINSON.
ADRIAN STOKES.
F. C. STILL.
C. D. KING FARLOW.

Law Society's Hall, Chancery-lane, W.C., 22nd July, 1909.

THE ANNUAL REPORT.

(*Continued from p.* 656.)

Royal Commission on Land Transfer.—The Scottish Commission appointed in May, 1906, to consider the question of registration of

title in Scotland has completed the taking of evidence, but has not yet issued its report. In the last annual report mention was made of the fact that the Lord Chancellor had promised to direct an inquiry into the working of the Land Transfer Acts in London, that the inquiry would be by Royal Commission, and that it would take place in time to enable the Commission to make their report last year. The Royal Commission was duly appointed on the 30th of July, 1908. It did not, however, commence to take evidence until the middle of October. The commission was directed to consider and report upon the working of the Land Transfer Acts, 1875 and 1897, and whether any amendments are desirable, and a wide interpretation appears to have been placed upon this reference. As regards the constitution of the commission, however, the Council felt that it was hardly fair that the responsibility of representing the interests of solicitors should be allowed to rest solely upon Mr. Pennington, and they made representations to that effect to the Lord Chancellor. Similar representations were made by the provincial law societies, who also drew attention to the fact that although part of the inquiry would necessarily be directed to the question of extending the system, no country solicitor had been appointed a member of the commission. At the annual provincial meeting of the society, held at Birmingham in October last, a resolution was passed that having regard to the fact that the work of conveyancing in the country is practically carried out by solicitors, the inadequate representation of solicitors on the commission was much to be deplored. A copy of this resolution was forwarded to the Lord Chancellor. The Council regret that in spite of the action so taken no alteration was made in the constitution of the commission.

Land Transfer Rules, 1908.—In January last new rules were issued which provided (*inter alia*) that applicants for registration should submit all their documents and information as to title with their application and accompany it by a declaration to be made either by the client or the solicitor practically guaranteeing the validity of the title disclosed. This new rule has been strongly and unanimously objected to by the profession in London, and representations have been made to the Lord Chancellor of its inconvenience and unfairness. The Council are awaiting the result of these representations.

King's Bench Division—Chamber Business.—In the early part of last year a proposal was made by some of the King's Bench judges that chamber business in that division should be dealt with in court after the court business was disposed of. The Council did not view the proposal with favour, as they feared that it might have the effect of curtailing the time for the hearing of witness actions and thereby increase the number of adjournments and consequent expense. A representation was made by the Council to this effect to the responsible authorities. Subsequently a proposal was made, the purport of which was that the same judge should deal with each cause from its commencement down to the trial—thus following the practice in the Chancery Division. On these proposals being submitted to the Council, they again represented to the Lord Chief Justice the undesirability of passing rules which might in any way reduce the time allotted to witness actions or disturb the present practice of hearing chamber business in private. The Council added that subject to these conditions they would use every effort to facilitate the working of any rules which the judges might think advisable. Rules carrying out the new procedure were made in due course and are now in force. Few complaints have been so far received by the Council from solicitors as to the working of the new system, but in the annual statement of the Bar Council for the present year it is condemned, and its abolition is advocated. It would appear also from comments appearing from time to time in the public press that some of the judges are not fully satisfied that the change has effected an improvement.

Solicitors—Members of Public Authorities—Appearing in Matters in which such Authorities are Concerned.—At a special general meeting of the society held on the 10th April, 1908, a resolution was passed that it be referred to the Council to consider the desirability of the society recommending that a solicitor who is a member of a public authority should not be personally engaged, either by himself or his firm, in any proceedings against such authority or in which such authority is interested unless with the consent of such authority. Having regard to the importance of the subject the Council forwarded a copy of the resolution to the associated provincial law societies, and to the Yorkshire Union of Law Societies, with a request for their opinion upon the principle involved. The replies of the societies in question were in due course received and considered, and subsequently the Council adopted the report on the subject, a copy of which is included in the appendix. The effect of the report is that, as a general rule, a solicitor who is a member of a public authority should not be personally engaged against such authority in any proceedings to which such authority is a party, nor in any matter in which such authority is directly interested, and that if exceptional circumstances arise justifying any departure from this general rule, it is the duty of the solicitor to insure that the interests of the authority are effectively protected.

Scale Cases.—Sadd v. *Griffin.*—In the above case (which was reported 77 L. J. K. B. 775) it was decided, for the purpose of taxation under the Solicitors Act, 1843, that "disbursements" meant payments actually made before delivery of the bill, and that the solicitor by including such fees in his bill must be taken to have alleged that the same had been paid, and that, therefore, having been unpaid at the time of the delivery of the bill, they were incorrectly charged in it, and must be disallowed. The Council, being aware of the importance of the decision to solicitors, took the opinion of Mr. Danckwerts, K.C., as to whether an appeal to the House of Lords would be successful. They were advised that in the special circumstances an appeal would not meet with success, but that it would be within the power of the Rule Committee to make a rule to meet any possible hardship to solicitors caused by the decision. The Council thereupon placed themselves in communication with the Lord Chancellor and with the taxing-masters, and are glad to be able to report that they were able to obtain the consent of the Rule Committee to a new rule of court giving a discretion to the taxing-master to allow disbursements included in a bill if paid before the commencement of the proceedings in which the taxation takes place. And if the proceedings are commenced by the client or a third party such discretion is extended until the commencement of the taxation. It is hoped that the rule, which is now ord. 65, r. 27, regulation 29A, will meet any difficulty or hardship to solicitors owing to the above decision.

Gane & Kilner v. *Linley* (44 L. J. 47).—In this case Mr. Justice Phillimore had made an order referring a bill of costs for taxation, although delivered some years previously, on the ground merely that some of the charges in the bill might possibly be regarded by the taxing-master as too high. On appeal by the solicitor, the Court of Appeal held that the order to tax should not have been made, and in allowing the appeal expressed the opinion that the mere fact that some charges in a bill of costs are excessive, and may be reduced on taxation, does not amount to a "special circumstance" within the meaning of Section 37 of the Solicitors Act, 1843, so as to render the bill liable to taxation more than twelve months after delivery. The appellants were supported by the Council.

Re Wieghell, Ex parte Faber (43 L. J. 702).—This case arose out of a decision of the county court judge at Stockton-on-Tees to the effect that an application by an Official Receiver in Bankruptcy to the Probate Division for a grant of letters of administration is a "proceeding" under the Bankruptcy Act within the meaning of rule 112 of the Bankruptcy Rules, and that, therefore, the costs of the solicitor applying for the grant (the estate being under £300) are allowable at three-fifths only of the ordinary scale. The Court of Appeal, confirming the decision of the Divisional Court, who had reversed the decision of the county court judge, held that the scale of solicitors' costs referred to in subsection 1 of rule 112 of the Bankruptcy Rules, 1886-90, applies to costs in and in connection with proceedings in the Bankruptcy Court alone. That the general regulations contained in the appendix are intended to be complementary only to the detailed scales that precede them, and are not designed to extend the general application of such scales, and that the judges of the Divisional Court were right both in principle and on authority in deciding that the obtaining of probate was not a proceeding under the Act so as to reduce the solicitors' costs to three-fifths of the charges ordinarily allowed. The solicitors interested being members of the society were supported by the Council both in the Divisional Court and in the Court of Appeal.

New Law Courts.—An addition to the Royal Courts of Justice in London is now in course of construction. The new building will be situated at the west end of the present site. Having regard to the inadequate accommodation for solicitors in the main building, the Council communicated with the Lord Chancellor with the view to additional accommodation being provided in the new plans. They considered that it would be very desirable that a special room should be set aside for the use of members of the Law Society. Such an application was accordingly made, and it was accompanied by an offer to bear the expense of keeping the room habitable and private, and of maintaining it in that condition, including the expense of attendance. The Lord Chancellor has replied that he will bear in mind the Council's suggestion when the space for the new building is being distributed.

Compulsory Membership of the Society.—At the provincial meeting held at Birmingham a resolution was passed to the effect that a scheme of compulsory membership of the society, indicated in a paper which had been read by Mr. John Indermaur, of London, was worthy of consideration, and that the scheme should be referred to the Council for consideration and report. In accordance with the resolution, the question of compulsory membership of the society was referred to a special committee. It was then found that the whole subject had been fully considered by the Council in the year 1901, when various schemes had been suggested, and a draft Bill to effect compulsory membership had been actually prepared. It had, however, been eventually decided that each of the schemes was unworkable in practice, and should be abandoned. Notwithstanding this fact the committee fully reconsidered the subject. They also conferred at length with Mr. Indermaur, after he had had an opportunity of reading the previous papers and reports. Mr. Indermaur's suggestions were based on the feasibility of compulsory membership. The committee, however, after considering the proposals on both sides, came to the conclusion that it was not desirable, even if it were feasible, that it should be compulsory on every person seeking admission to the roll of solicitors to become a member of the Law Society. On this question there was a difference of opinion amongst the members of the committee, and all the papers and new suggestions were accordingly submitted to the Council as a whole. The question was exhaustively debated at a meeting of the Council held in March, 1909, when it was resolved by a majority that in the view of the Council it is not expedient to attempt to enforce compulsory membership of the society upon present or future solicitors.

Record and Statistical Department.—The society's Record and Statistical Department, the establishment of which was referred to in the last annual report, has been favourably received by members, and has already proved of considerable assistance, especially in tracing the representatives of formerly existing firms of solicitors. In order to frame the records, the Council, soon after the establishment of the

department, issued to members a request to be supplied with certain particulars concerning their professional career. The request was complied with to the extent of about eighty per cent. of the persons applied to, and much valuable information has thereby been furnished, and is in course of tabulation. The Council look to members to assist them in this matter, and will be obliged if they will communicate to the secretary particulars as to any change in the constitution of their firms by dissolution, new partnerships, amalgamation, or succession, as they occur from time to time.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION—JUNE, 1909.

At the examination for honours of candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

EDWARD LESLIE BURGIN, LL.B. Lond., who served his clerkship with Mr. Edward Lambert Burgin, of the firm of Messrs. Denton, Hall & Burgin, of London.

WILLIAM JAMES WILLIAMS, who served his clerkship with Mr. Thomas Richards, of London.

SECOND CLASS.

[In Alphabetical Order.]

Arthur George Anderson, who served his clerkship with Mr. Frank Broome, of the firm of Messrs. Chester, Broome & Griffithes, of London.

Dudley Aukland, LL.M. Liverpool, who served his clerkship with Mr. Edward R. Pickmere, of Liverpool.

James Patterson Bonney, M.A. Durham, LL.B. Liverpool, who served his clerkship with Mr. Augustine Watts, of the firm of Messrs. Watts & Carr, of Liverpool.

Samuel Sanford Forsyth, B.A. Oxon., who served his clerkship with Mr. Richard Alexander Rotherham, of Coventry, and Messrs. Warren, Munton & Miller, of London.

Wilfrid Bernard Howdle, who served his clerkship with Mr. George England, of Howden.

Sidney Midlane Johnson, who served his clerkship with Mr. C. P. Smith, of the firm of Messrs. Walker, Smith & Way, of Chester, and Messrs. Chester, Broome & Griffithes, of London.

Edward Victor Mills, who served his clerkship with Mr. Ll. Gwynne Jones, of London.

Thomas Baxter Milne, LL.B. Liverpool, who served his clerkship with Mr. Joseph Henry Farmer, of Bootle.

Samuel Moses, who served his clerkship with Mr. Henry Chetham, of the firm of Messrs. Harris, Chetham & Cohen, of London.

John Arthur Gilbert Price, who served his clerkship with Mr. James Berry Walford, of Abergavenny.

Maurice Henry Pugh, who served his clerkship with Mr. Henry Collins, of the firm of Messrs. H. & C. Collins, of Reading, and Messrs. Peacock & Goddard, of London.

Frederick William Robson, who served his clerkship with Mr. Thomas Robson, of Pocklington.

William Newby Robson, B.A., LL.B. Camb., LL.B. Manchester, LL.B. Leeds, who served his clerkship with Messrs. Newby, Robson & Robson, of Stockton-on-Tees.

Charles William Smith, LL.B. Lond., who served his clerkship with Mr. Edward Shrimpton Woodroffe, of the firm of Messrs. Woodroffes & Ashby, of London.

Hugh Tallants, B.A. Oxon, who served his clerkship with Mr. G. Tallants, of Newark, and Messrs. Geare & Willis, of London.

William Edmund Wakerley, who served his clerkship with Mr. William Tom Jones, of Chesterfield.

THIRD CLASS.

[In Alphabetical Order.]

John Francis Ashby, LL.M. Liverpool, who served his clerkship with Mr. Alfred Tyrer, of the firm of Messrs. Tyrer, Kenion, Tyrer & Simpson, of Liverpool.

Wilfred Clothier, who served his clerkship with Mr. Edward Cornish, of Liverpool.

Henry Crutchfield, who served his clerkship with Mr. Charles Graham Chambers, of the firm of Messrs. Blandy & Chambers, of Reading.

Courtenay Dickinson, who served his clerkship with the late Mr. H. S. Dickinson and Mr. H. F. W. Gwatkin, both of Poole; and Messrs. Church, Adams & Prior, of London.

Sydney Houghton Dowson, B.A. Oxon., who served his clerkship with Mr. John Campbell Inglis, of the firm of Messrs. Waterhouse & Co., London.

James Estens, who served his clerkship with Mr. W. F. Long, of Bath.

Emrys Hunter Evans, B.A. Oxon., who served his clerkship with Mr. Arthur Owen Owen, of Pwllheli; and Messrs. Robbins, Billing & Co., of London.

George Alan Fearnside, who served his clerkship with Mr. K. E. T. Wilkinson, of York; and Messrs. Iliffe, Henley & Sweet, of London.

Francis Glover, who served his clerkship with Mr. Francis Glover, of Bath.

Herbert Douglas Holland, who served his clerkship with Mr. Walmsley Preston Kay, of Darwen.

Edward Challoner Jackson, who served his clerkship with Mr. Francis Brumell, of Morpeth.

John Bertram Kevill, who served his clerkship with Mr. John Morris Barrow Stubbs, of Bolton; and Mr. Thomas H. Kevill, of Chorley.

George Sydney Locke, who served his clerkship with Mr. E. Rowland Cowley, of Brighton.

Owen Richards Lowis, who served his clerkship with Mr. T. S. Starkie, of the firm of Messrs. Wallis & Starkie, of Long Eaton.

Robert Henry Orme, who served his clerkship with Mr. Godfrey Davenport Goodman, of Buxton.

Ernest Woolley Roberts, who served his clerkship with Mr. Leonard Tatham, of Manchester, and Messrs. Davenport, Cunliffe & Blake, of London.

Frank Scholefield, who served his clerkship with Mr. Charles Hodgkinson, of Penistone.

Gerald Howard Smith, B.A. Camb., who served his clerkship with Mr. J. E. Underhill, of the firm of Messrs. Underhill & Thorneycroft, of Wolverhampton; and Messrs. W. H. Underhill, of the firm of Messrs. Greene & Underhill, of London.

Arthur Meredith Stokes, LL.B. Lond., who served his clerkship with Mr. H. M. Leman, of Nottingham; and Mr. G. E. Hodgkinson, of London.

Harold Sigston Thompson, B.A., LL.B. Camb., who served his clerkship with Mr. F. S. Capes, of the firm of Messrs. Hirst & Capes, of Harrogate.

Horatio Spencer Vade-Walpole, B.A. Oxon., who served his clerkship with Mr. Eardley-Wilmot Blomefield Holt, of London.

Louis Crispin Warmington, who served his clerkship with Mr. George Septimus Warmington, and Mr. David John Edmonds, both of the firm of Messrs. Geo. S. Warmington & Co., of London.

David Reginald White, who served his clerkship with Mr. Frederick William Brown, of the firm of Messrs. Brown, Brown & Murphy, of Southport.

Alban Noel Wills, who served his clerkship with Mr. James Amphlett, of Colwyn Bay; and Messrs. Sharpe, Pritchard & Co., of London.

Giles Musgrave Gordon Woodgate, who served his clerkship with Mr. Alexander Fraser, of the firm of Messrs. Fraser & Fraser, of Wisbech; and Messrs. S. W. Johnson & Son, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Burgin—The Clement's Inn prize, value about £10; and the Daniel Reardon prize, value about 20 guineas.

To Mr. Williams—The Clifford's Inn prize, value 5 guineas.

To Mr. F. W. Robson—The John Mackrell prize, value about £12.

The Council have given class certificates to the candidates in the second and third classes.

One hundred and forty-six candidates gave notice for the examination.

By order of the Council.

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery Lane, London, July 23rd, 1909.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 7th and 8th of July, 1909:—

Annear, Frank Foster
Atkinson, Norman Evans
Bailey, Kenneth Norman Guërson
Barnshee, John Ephraim
Bevan, John Morgan
Blaker, Brian Oscar
Bone, Geoffrey Foster
Boyton, Henry James
Broome, Frank Crossley
Burrows, Arthur Cecil
Carter, Charles Copplestone
Chalmers, Colin Ward Silvester
Cleave, Stanley William
Court, William
Devonshire, Feray Vulliamy
Dolden, Alfred Stuart
Donaldson, Eric Lockwood
Doulton, Jack Mildred
Eastley, Charles Mortimer
Eastley, John Edward
Fielding, Matthew
Fovargue, Reginald West
Fudge, Richard Douglas
Garrett, Charles Herbert
Hackett, Percy James
Halliwell, Cyril Ernest
Hamer, William Thomas Bowen
Harris, Gerald Sydney
Hart, Howard Percy
Hayton, John Thomas
Heywood, Herbert
Hodding, Henry Ellis
Holmes, Richard
Hopwood, John Gilbert
House, Edward Hector
How, Robert Walsham
Howell, Lewis Hendrick
Jobbings, Herbert Britt
Johns, Richard Allen Pendarves
Jolly, George William Ernest
Jones, William Pryce
Keefe, Cecil Henderson.
Knowles, Philip Oswin
Lawrence, Alan
Leather, Reginald
Lee, Alan Trevelyan
Lumb, Sam
Macaulay, Bruce Wallace
Mace, Arthur Curteis
Mackay, Kenneth
Marshall, George Raymond
Marsham, John George
Meek, Benjamin Sutcliffe
Monckton, Francis Guy
Morgan, Edward Stanley Parker
Morgan, John Griffith
Morris, Frederick
Morris, Robert Parry
New, Oliver Curtis
Nichols, Douglas William Lane
Oxspring, Joseph
Phillips, Cyril St. John
Proctor, Henry Arthur Bernard
Richards, William John
Robinson, Charles Keith
Rose, Reginald George
Saville, William
Sewell, Edward Owen
Silburn, Laurence
Stammers, Sidney Robert
Stockton, James Godfrey
Sweet, Gerald Herbert Leslie

Toovey, Cecil Wotton	Wayman, Clare
Trasler, Frank	Wild, Frederic James
Walker, George Roland Selborne	Wilson, Reginald Morrice
Watkins, William Bertram	Woodroffe, Kenneth Derry

No. of candidates ... ... 103 Passed 80

By order of the Council.

S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, 23rd July, 1909.

The Finance Bill, 1909.

The Berks, Bucks, and Oxfordshire Incorporated Law Society have passed the following resolutions :—

(1) "The committee of this society having considered the reports of the Law Society, and of the Incorporated Law Society of Liverpool respectively, on the provisions of the Finance Bill, 1909, affecting real property, are strongly opposed to such provisions, as tending to seriously restrain dealings in real property, and to check the process of distribution of land amongst the people which it is understood to be the policy of the State to promote."

(2) "That the reasons amongst others which have influenced the committee of this society in passing the foregoing resolution are those set forth in the before-mentioned report of the Incorporated Law Society of Liverpool."

(3) "That copies of the foregoing resolutions be sent to every member of Parliament representing a constituency in any of the three counties of Berks, Bucks, and Oxon, to the Law Society, the *Law Times*, and the Solicitors' Journal."

At a special general meeting of the Incorporated Law Society for Cardiff and District, held at Cardiff on Friday, the 23rd of July, 1909 (Mr. J. W. Botsford, president, in the chair), a report on this Bill was received from a sub-committee and adopted.

The following resolutions were proposed by Mr. Ivor Vachell and carried unanimously :

(1) "That the new taxes proposed to be levied on the increment value of land, the reversion on expiration of leases, and on undeveloped land, and unworked minerals; and the increase in death duties, and stamp duties on conveyances, assignments, and leases will have a prejudicial and deterring effect on transactions in land and house property, and will tend to depreciate the value of such property and of mortgagees' securities, and to destroy the confidence of investors."

(2) "That the provisions of the Bill for the valuation and assessment of properties liable to the new taxes will cause great and unnecessary expense, confusion and delay."

(3) "That the authority given to the commissioners for fixing and determining valuations, assessments, and other matters arising under the Bill without allowing recourse to the legal tribunals of the land is an abuse of officialism and a grave inroad upon the rights of individual owners."

(4) "That the great increase in licence and similar duties is an injustice to a large body of persons and prejudicial to the numerous individuals and companies who have invested money in businesses affected thereby."

Legal News.

Appointment.

Mr. Leopold Goldberg, solicitor (of the firm of Goldberg, Barrett, & Newall), has been placed on the Commission of the Peace for the county of Surrey. Mr. Goldberg was admitted in 1875.

General.

The Royal Commission on the Land Transfer Acts sat on the 22nd inst. at the Royal Commissions House, Westminster, Lord St. Aldwyn presiding. Mr. James Beale, the retiring president of the Law Society, concluded his evidence. The other witnesses examined were Mr. Cyprian Williams, barrister, of Lincoln's-inn, conveyancing counsel, and Mr. Herbert S. Syrett, solicitor. The Commission adjourned until Thursday in this week.

In the House of Commons, on Tuesday, Mr. A. S. Wilson asked the Chancellor of the Exchequer what was the estimated cost of procuring an up-to-date Domesday Book showing the capital value, apart from buildings and improvements, of every piece of land in the United Kingdom. Mr. Hobhouse : I am not in a position to furnish the hon. member with the estimate for which he asks. Mr. A. S. Wilson : May I ask whether it is not the intention of the Government to bring about an up-to-date Domesday Book by means of the Finance Bill? Mr. Hobhouse : The hon. gentleman wishes to know what is the estimate, and that, I told him, the Chancellor of the Exchequer is not able to give him. Mr. A. S. Wilson : Does the right hon. gentleman, on behalf of the Government, repudiate the statement of the President of the Board of Trade? Mr. Mitchell-Thomson : May I ask whether, as a matter of fact, an estimate of the cost has been made? Mr. Hobhouse : No, sir.

With regard to the land taxes, the Parliamentary correspondent of the *Times* says that the cost of valuation will be made a State charge, and that it is possible that the valuation in respect of agricultural land exempt from the land duties may be waived. Agricultural land is now franked from increment duty and from reversion duty, and if the tax on undeveloped land is persisted in, agricultural land will be exempted from that impost also. Whether or not the Government will persist in the tax on undeveloped land is regarded as a moot point, and it is understood that there is a division of opinion among ministers on this subject. It has been stated that it is the intention of the Government to change the tax on ungotten minerals to one on mineral royalties; but it is not unlikely that a further change may be made with respect to this tax.

At the close of the delivery of a judgment in the House of Lords this week, says the *Times*, counsel applied to the House that a case in the paper that day might be postponed as it would be a disadvantage to his clients if the case were proceeded with. The Lord Chancellor, in acceding to the application, said :—I wish, however, to say this : that litigants are in the habit of complaining of delay in the courts of law. Now there are only four or five cases remaining to be disposed of in your lordships' list. It has been the desire of the House to clear the list absolutely of the last of them, although some of these are cases which have come quite recently into it. I think cases ought not to be entered for hearing unless parties are prepared to have them tried. That is the point of view which is held with regard to the courts below, and it ought to be the same with regard to this House.

We have received a prospectus of the United Bank and Law Club, 21, Southampton-buildings, Chancery-lane, W.C. The president is Sir Walter Vaughan-Morgan, Bart. This club has its premises at the above address. It is open from 8 a.m. to 12 (midnight), and provides bankmen and law clerks with the means of social recreation, and the other advantages of an ordinary club. A full-sized billiard table has been installed, and accommodation is provided for reading, writing, chess, draughts, dominoes, etc. A special advantage to members is that hot and cold luncheons, teas, and other refreshments may be had at popular prices. Gentlemen above the age of eighteen years engaged in the banking and legal world are eligible for membership. The subscription has been fixed at 10s. 6d. per annum (or 3s. 6d. payable quarterly). An annual subscription of £2 2s. will entitle the subscriber to become a vice-president of the club. Further information regarding the club may be obtained from Mr. S. D. Cunningham, hon. secretary, United Bank and Law Club, 21, Southampton-buildings, Chancery-lane, W.C.

An Act will come into operation on the 1st of August which, says a writer in the *Globe*, will introduce a new era in punishment. The Prevention of Crimes Act has two excellent objects—the reformation of young offenders by means of the Borstal system, and the protection of the public against the habitual criminal by additional sentences of "preventive detention." A young offender who is convicted of an indictable offence—that is, a person of either sex between 16 and 21—may, instead of being sent to penal servitude, be sentenced to undergo the less rigorous treatment of a Borstal institution. An habitual criminal—that is, a prisoner who has already been convicted three times, and is persistently leading a dishonest life—may, after being sentenced for his latest offence, be ordered to be kept in a special prison from five to ten years longer. One of the most interesting things about the Act, so far as it relates to the reformation of young offenders, is that it makes the Borstal system, which hitherto has only been in the experimental stage, a permanent part of the machinery of the criminal law. The prisoners—"inmates" is the official word—are divided into three grades, each with a distinctive dress. They may be promoted from the ordinary grade to the special for industry and good conduct, or degraded to the penal for idleness and insubordination. Some regulations have just been issued by the Home Secretary setting forth the privileges of the special grade. "Inmates in the special grade may be allowed to enjoy certain comforts in the way of cell furniture, to retain in their cells any small pictures or photographs which may be sent to them by their friends, and to associate occasionally under due and careful supervision after labour ceases for the purposes of recreation." In addition to classes and books, the educational welfare of the inmates is to be promoted by lectures and addresses.

The new clause exempting agricultural land and the £500 freeholder from the increment duty, which has just been put forward by the Chancellor of the Exchequer, is as follows :—Page 6, after Clause 6, insert the following clause :—(1) Increment value duty shall not be charged on the increment value of any land, being the site of a dwelling-house, where immediately before the occasion on which the duty is to be collected the house was, and had been for twelve months previously, used by the owner thereof as his residence, and the annual value of the house, as adopted for the purpose of income-tax under Schedule A, does not exceed—(*a*) in the case of a house situated in the administrative county of London, £40; and (*b*) in the case of a house situated in a borough or urban district with a population according to the last-published census for the time being of 50,000 or upwards, £26; and (*c*) in the case of a house situated elsewhere, £16. (2) Increment value duty shall not be charged on the increment value of any agricultural land where, immediately before the occasion on which the duty is to be collected, the land was, and had been for twelve months previously, occupied by the owner thereof, and the total amount of that land, together with any other land belonging to

the same owner, does not exceed fifty acres, or, if it exceeds fifty acres, does not exceed £50 in annual value as adopted for the purpose of income-tax under Schedule A. Provided that the exemption under this provision shall not apply to any land occupied together with a dwelling-house the annual value of which, as adopted for income-tax under Schedule A, exceeds £30. (3) For the purposes of this section—(*a*) the expression "owner" includes a person who holds land under a lease which was originally granted for a term of fifty years or more; but in such a case nothing in this section shall prevent the collection of increment value duty so far as it is payable in respect of any other interest in the land other than that leasehold interest; and (*b*) the site of a dwelling-house shall include any land valued together with the house for the purposes of inhabited house duty. (4) Any increment value duty which would, but for this section, be charged shall, for the purpose of the provisions of this Act as to the collection of the duty, be deemed to have been paid.

Winding-up Notices.

London Gazette.—Friday, July 23.

JOINT STOCK COMPANIES.

Limited in Chancery.

Mirfield Engineering Co, Ltd—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Walter Dawson, West Riding Bank chmbrs, Market pl, Dewsbury. Gledhill, Dewsbury, solor for the liquidator

National Brazilian Harbour Co, Ltd—Creditors are required, on or before Sept 21, to send their names and addresses, and the particulars of their debts or claims, to Walter Hampden Thelwall, 157, New Bond st, liquidator

William Cheatter & Sons, Ltd—Creditors are required, on or before Aug 23, to send in their names and addresses, with particulars of their debts or claims, to John Gordon, 7, Bond pl, Leeds. Craven & Clegg, Leeds, solors to the liquidator

Unlimited in Chancery.

Liskeard and Caradon Railway Co—Creditors are required, on or before Aug 12, to send their names and addresses, and the particulars of their debts or claims, to Arthur Charlesworth, 20, Corthall avenue. Young & Co, Norfolk House, Lawrence Pountney-hill, solors for the liquidator

London Gazette.—Tuesday, July 27.

JOINT STOCK COMPANIES.

Limited in Chancery.

C. M. Martin & Co, Ltd—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Algernon Osmond Miles, 28, King st, Cheapside. Bannister & Reynolds, Basinghall st, solors to the liquidator

Mansions Consolidated, Ltd—Petn for winding up, presented July 24, directed to be heard Aug 11. Rooke & Sons, Lincoln's inn fields, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 10

Park Chair Co, Ltd — Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Dollman & Pritchard, King st, Cheapside, solors for liquidators.

V. Benoist, Ltd — Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Charles Henry Champness, 103, Cannon st, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—Friday, July 23.

Thomas Beale, Ltd
Sponge Cloth Cleaning Co, Ltd
Football Chat, Ltd
Pradeau Motors, Ltd
Llandudno Cocoa and Coffee House Co, Ltd
Thompson Bros, Tailors, Ltd
Sir Theodore Fry & Co, Ltd
Liverpool Glass Co, Ltd (in Voluntary Liquidation)
B. B. Standen & Co, Ltd
Falmouth and District Co-operative General Carrying Co, Ltd
W. C. Baines, Ltd
Canadian Real Properties Ltd
Steyning Lime Works, Ltd
Societe de Recherches et D'Exploitation Minieres (Guinee et Cote D'Ivoire), Ltd
Thomas Yates, Ltd
Carver, Waite, & Co, Ltd
Universal Cotton Gin Syndicate, Ltd
Mero, Ltd
Industrial Securities Co, Ltd
O.P.B. Syndicate, Ltd
H. St. John Oliver & Co, Ltd (Reconstruction)
John Pratt & Co, Ltd
British Exploration of Australasia, Ltd (Reconstruction)
Yenisseisk Exploring Syndicate, Ltd
Page Arnold & Co, Ltd
International Sprinkler Co, Ltd

London Gazette.—Tuesday, July 27.

William Moloney & Co, Ltd
Argo Transportation and Tunnel Co, Ltd
John Metcalfe & Son, Ltd
River Diamonds Syndicate, Ltd
Wissenhof Mines, Ltd (Reconstruction)
Sanitary and General House and Estate Agency, Ltd
Baku Russian Petroleum Co, Ltd (Reconstruction)
Thomas & Maclean, Ltd
Charles Shaw & Co, Ltd
Harlesden Club Co, Ltd
British Resonatone Co, Ltd
William Tylar (Aston), Ltd
Marsh Patents Syndicate, Ltd
Divide Syndicate, Ltd
Cameron & McNulty, Ltd
Clement Barker & Beard, Ltd

The Property Mart.

Forthcoming Auction Sales.

Aug. 5.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Absolute Reversions, Life Interest, Policies of Assurance, Shares, &c. (see advertisement, back page, this week).

Creditors' Notices.

Under Estates in Chancery.

Last Day of Claim.

London Gazette.—Friday, July 16.

Guest, Thomas, Amblecote, Stafford, Glass Manufacturer Oct 12 Jones v Guest and Others, Neville, J Higgs, Brierley Hill

Noakes, Frederick, St Leonards on Sea, Builder Aug 31 Foord v Noakes, Swinfen Eady, J Baker, Rochester

Watkins, Thomas, Llangendeirne, Carmarthen, Farmer Sept 1 Morris and Others v Jones and Others, Neville, J David, Cardiff

London Gazette.—Friday, July 23.

Gordon, Amelia, West Derby, Liverpool Sept 16 Gordon v Sharp, Warrington and Packer, JJ Layton, Liverpool

London Gazette.—Tuesday, July 27.

Pearson, Arthur, Brierley Hill, Stafford Sept 15 Pearson v Pearson and Others, Neville, J Hill, Lye, Stourbridge

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Tuesday, July 13.

Barfoot, Amos, Tunbridge Wells, Accountant August 28 Cripps & Co, Tunbridge Wells
Barfoot, Fanny, Tunbridge Wells August 28 Cripps & Co, Tunbridge Wells
Brittain, Harry, Eastbourne August 26 Arnold, Eastbourne
Caisley, John, Netherwitton, Northumberland, Cartman August 14 Alderson, Morpeth
Charlton, Betsy, Old Trafford, nr Manchester July 27 Weston & Co, Manchester
Drewry, Mary Ann, Putney August 12 Bartlett & Gregory, New sq, Lincoln's inn
Dumergue, Herbert Walter, Stafford ter, Kensington June 22 Monier-Williams & Co, Great Tower st
Evered, Isabella Marie, Hove August 1 Wannop, Chichester
Faivre, Alphonse, Northam, Southampton, Engineer August 7 Bassett & Co Southampton
Few, Jesse, Egham, Hythe, Surrey, Farmer August 31 Horne & Co, Staines
Gilhespy, Susannah, Whitley Bay, Northumberland August 20 Soden & Co, Newcastle upon Tyne
Hawes, Henry, Middlesbrough Aug 31 Borrie, Middlesbrough
Hignett, Charles Harrison, Sinclair rd, West Kensington Aug 3 Hewitt & Chapman, Nicholas ln, Lombard st
Holland, William Fred, Masham, Yorks, Innkeeper Aug 21 Edmunson & Gowland, Masham, R3O, Yorks
Hunt, Florence Mina, St Margaret at Cliffe, Kent Sept 1 Whites & Co, Budge row
Hurst, Juliana, Sinclair rd, West Kensington Aug 3 Hewitt & Chapman, Nicholas ln, Lombard st
Jones, Frederick John, Cardiff, Woollen Merchant Aug 30 Tapson, Cardiff
Keeling, Jane Eleanor, Surbiton Aug 12 Bartlett & Gregory, New sq, Lincoln's inn fields
Lawrence, Sir Edward, Liverpool Aug 19 Alsop & Co, Liverpool
Leng, John, North Ormesby, Yorks Aug 12 Preston, Middlesborough
Lord, Robert, Talbot sq, Hyde Park Aug 7 Broadbent & Heelis, Bolton
McCann, James, Deansgate, Manchester, Shoemaker Aug 10 Aston & Co, Manchester
Mildon, Samuel, Cardiff Aug 12 Morris, Cardiff
Mott, Caroline, Brighton Sept 29 Holmes & Co, Brighton
Perry, James, Lye, Worcester, Broker Aug 9 Hinds, Stourbridge
Pollard, Joseph, High Down, nr Hitchin Aug 21 Hyland & Co, Cannon st
Piddock, James, Prebble, East Langdon, nr Dover Aug 10 Mowll & Mowll, Dover
Ranwell, John Percival, Southampton Aug 21 Page & Gulliford, Southampton
Rotch, Isabella Anne, Harrow Aug 31 Hewlett & Co, Raymond bldgs, Gray's inn
Russell, George Peabody, Brook st, Grosvenor sq Aug 21 Morse & Co, Walbrook
Shallcross, Mary, Sefton Park, Liverpool Sept 9 Dyke, Duchy of Lancaster office
Smith, Eliza Somerset, Edith grove, South Kensington Aug 13 White & Leonard, Ludgate circus
Stewart, Thomas Pearson, Fairfield, Liverpool Aug 27 Puddock & Sons, Hanley
Stubbs, Alfred, Hanley Aug 27 Puddock & Sons, Hanley
Sweet, Thomas, Birmingham Aug 19 Brown & Co, Birmingham
Whitaker, Elizabeth Sarah, Mill Hill Aug 28 Donahoo, St Swithin's ln
Wright, Denis, Norley, Chester Sept 6 Brassey, Chester

London Gazette.—FRIDAY, July 16.

ALLEN, WILLIAM, Mawgan in Meneage, Cornwall Aug 2 Thomas, Helston, Cornwall
ATHERTON, JOHN, Albert rd, Regent's Park Aug 31 Taylor & Taylor, New Broad st
BAILEY, MARIA, Nottingham Aug 18 Williams & Co, Nottingham
BEESLEY, JAMES JOHN, Willesden ln, Cheesemonger Aug 16 Stevens & Mager, King st
BIDDINGTON, FRANCES MARY, Moseley, Worcester Sept 15 Howlett, Birmingham.
CHANDOS, POLE JOHN, Kensington Palace gdns, Kensington Aug 14 Rawle & Co, Bedford row
CRECKLEY, WALTER MITFORD, Canterbury, Hotel Proprietor Aug 16 Mowll & Mowll, Canterbury
CHRISTMAS, THIRZA, Liphook Aug 31 Wood & Robinson, Portsmouth
DANE, EDMUND AUGUSTUS, Ashford, Kent, Gas Engineer Aug 24 Mowll & Mowll, Dover
DIXON, EDWARD, Chester Aug 17 Brown & Co, Chester
EDGCOMBE, FREDERICK JOSEPH SYDNEY, Gloucester walk, Campden Hill, Kensington, Aug 16 Thorold Co, Regent st
FORD, CHARLOTTE MELVILLA, St Leonards on Sea Aug 31 Wilde & Co, College hill
HALLIDAY, JOHN, Pudsey, Cloth Manufacturer July 31 Beaufort & Croft, Leeds
HAMER, WILLIAM, Kingston upon Hull, Commission Agent Aug 5 Dawson & Lancaster, Hull
HEDDON, WILLIAM, Blyth, Northumberland Aug 28 Webb, Morpeth
HODGES, BETSY, Wigston Magna, Leicester, Grocer Aug 12 Toller & Co, Leicester
HOBBY, ANNIE, Christchurch Aug 12 Mooring & Co, Christchurch
HAWLEY, Sir HENRY MICHAEL, Maidstone Aug 14 Frere & Co, Lincoln's inn fields
HAYWARD, LUCY EMMA, Fulbeck, Lincs Aug 12 Hebb & Sills, Lincoln
HUGHES, MARY ANN JANE, Bulkington, Warwick Aug 7 Oakey & Son, Nuneaton
JONES, HARRIET, Llawhaden, Pembroke Sept 1 Davies, Denbigh
KOCH, LULU KATE, Burlington gdns Aug 23 McKenna & Co, Basinghall st
LITTLE, ALICE, Poynton, Chester Sept 30 Russell & Co, Stockport
MEACOCK THOMAS SAMUEL, Walton on Thames Aug 16 Bircham & Co, Parliament st
MOORE, ELLEN, Hornsey Aug 31 Syrett & Sons, Finsbury pvmt
MOORE, MARY ALICE, Preston Aug 14 Crompton, Bury
MUNRO, LUCY, Dover Aug 24 Mowll & Mowll, Dover
NEWMAN, CHARLES, Ponders End, Enfield, Carman Aug 27 Dixon & Co, Enfield
OSORN, THOMAS SYMONS Greenwich Aug 6 Marsden & Co, Henrietta st, Cavendish sq
OSME, JOHN, Sheffield, Engineer Sept 20 Branson & Son, Sheffield
OSBORNE, EMILY, Bedford Aug 24 Tebbs & Son, Bedford
PEARS, ANDREW, Isleworth Aug 20 Robinson, Hounslow
PHILIPPS, ARABELLA CATHERINE, Bolahaul, Carmarthen Aug 31 Bury & Acton, Wrexham
POAD, EDWARD, Bristol, Coachbuilder Aug 15 Cooke, Bristol
SAVAGE, CHARLES, Cranley gdns, Muswell Hill, Pianoforte Manufacturer Aug 9 Rubinstein & Co, Raymond bldgs, Gray's inn
SCOTLAND, WILLIAM, Hoddesdon, Herts Aug 25 Marshall & Pridham, Theobalds rd, Gray's inn
SHAW, GEORGE, Lonewood, Huddersfield Sept 1 Hall & Co, Huddersfield
STEDMAN, FREDERIC SAVIGNAC, Eastbourne Aug 7 Mowll & Mowll, Arundel st
STUBBS, ALICE, Milford, Staffs Aug 3 Dean, Stafford
SUMNER, LUCY, Blackpool July 31 Butcher, Blackpool
SUTCLIFFE, ALBERT RICHARD, Liverpool, Architect Aug 12 North & Co, Liverpool
TREVIS, JAMES WILLIAM, Christchurch, Accountant Aug 12 Mooring & Co, Christchurch
WALDEN, WILLIAM, Fleet, Lincs, Farmer Aug 19 Willders & Son, Holbeach
WATSON, PETER GRAY, Tyne Dock, South Shields, Provision Dealer Aug 14 Hanny & Co, South Shields
WELLS, THOMAS, Handsworth Aug 27 Newey & Son, Birmingham
WESTON, THOMAS JACOB, Brockwell Park, Herne Hill, Salesman Sept 10 Davenport-Jones & Glenister, Hastings
WHITEAWAY, JOHN, Shaldon, Devon, Ironmonger Aug 20 Tozer & Dell, Teignmouth
WILKIE, ANDREW, Hitchin, Herts Aug 18 Saxton & Morgan, Somerset st, Portman sq
WILLIAMS, ANN FRANCES, Sutton, Surrey Sept 1 Crook & Co, King st, Cheapside
WILLIAMSON, DAVID, M D, Kingsgate, Thanet, Kent Aug 10 Sankey, Margate
WYNN, GEORGE, Liverpool, Licensed Victualler Aug 31 Banks & Co, Liverpool

London Gazette.—TUESDAY, July 20.

BICKMORE, ROBERT JOHN, Shaftesbury rd, Hornsey Rise Aug 12 Hays & Co, Clement's ln, Lombard st
BOND, JOHN KINTON, Plymouth Aug 15 Shelly & Johns, Plymouth
BROMILOW, JOHN, Leigh, Lancs, Licensed Victualler Aug 14 Marsh & Co, Leigh, Lancs
BURT, SUSANNAH CAROLINE, Downshire hill, Hampstead Aug 21 Carr & Co, Rood ln, Fenchurch st
CANZIANI, LOUISA STARR, Kensington Palace green Aug 28 Drake & Co, Rood ln
CROWTHER, JAMES, Halifax Aug 31 Jubb & Co, Halifax
EASTON, MARY ANNE, Abbey rd, St John's Wood Aug 21 Robbins & Co, Strand
EDWARDS, LOUISA, Framlingham, Suffolk Aug 24 Ling, Framlingham
ELLIS, JOHN WILLIAM, Flint, Chemist Aug 21 Crabbe, Abergele
ETHELSTON, WILLIAM, St Leonards on Sea Aug 18 Ticehurst & Co, Cheltenham
FARROW, JAMES, Ipswich Aug 17 Kersey, Ipswich
FRAYER, JOHN, Bournemouth Sept 1 Baileys & Co, Berners st
FITCH, FREDERICK, Highbury New Park Aug 25 Clapham & Co, Devonshire sq, Bishopsgate
GIBBARD, CHARLES WILLIAM, Swinton st, Gray's inn rd Dec 1 Hannay & Co, South Shields
GLOVER, CHARLES FREDERICK, Birmingham, Jeweller Aug 31 Egginton, Birmingham
GOW, WILLIAM, Rood ln Aug 23 Lowndes & Son, George st
HIATT, RICHARD, Hook Norton, Oxford, Farmer Aug 6 Wilkins & Toy, Chipping Norton
HOARE, JOHN, Loampit vale, Lewisham Aug 31 Wickes & Knight, Blomfield st
JEFFERIES, SAMUEL, Rodborough, Glos, Brick Manufacturer Aug 20 Davis, Stroud, Glos
JONES, THOMAS, Rhan Hir Llangerniew, Denbigh, Farmer Sept 1 Acton & Marriott, Nottingham
KENYON, HENRY WHEWELL, Blackpool, Law Stationer Aug 12 Lupton, Accrington
LATHAM, JAMES EDWIN, Manchester, Calico Printer Aug 16 Scholes & Farrington, Manchester
LOWE, SARAH, Redhill, Surrey, Aug 24 Taylor, Lincoln's inn fields
MACARTHY, FANNY, Croydon Sept 1 Grundy & Co, Queen Victoria st
MANSH, ANN, Wolstanton, Staffs Aug 16 Hand & Co, Stafford
MARSHALL, JANE RIDLEY, Portnall rd, Paddington Aug 24 Taylor, Lincoln's inn fields
METHLEY, MARY JANE, Kingston upon Hull Aug 27 Manley, Hull
PAINE, CAROLINE, Leamington Spa, Warwick Aug 28 Paseman, Leamington
PEARSE, JAMES ALBERT, Uxbridge rd, Shepherd's Bush, Wine Merchant Aug 17 Shaen & Co, Bedford row
PUDNEY, WALTER, Sinclair rd, West Kensington Aug 16 Wilkinson & Son, Bermondsey st
SMYTHE, ELIZABETH, Queensbury pl, South Kensington Aug 23 Lydall & Sons, John st, Bedford row
TAYLOR, WALTER, Chancery ln, Insurance Agent Aug 15 Crocker, Finsbury pavement
THORNTON, CATHERINE WILLETTS, Worcester Aug 18 Lee & Co, Birmingham
TULLOH, EMILY, Weston super Mare Aug 21 Smith & Sons, Weston super Mare
TURNER, WILLIAM, Daw End, Staffs, Miner Aug 22 Nicklin & Hawley, Walsall
WILLIAMS, WILLIAM HENRY, Cardiff Aug 20 Williams & Prichard, Cardiff
WOOD, ALEXANDRINA VICTORIA, College cres, Swiss Cottage Sept 1 Taylor, Bedford row

London Gazette.—FRIDAY, July 23.

ARNOLD, EMMA, Calthorpe st, Gray's inn rd July 30 Newson-Smith & Co, St Helen's pl, Bishopsgate
AUSTIN, FRANCIS ARTHUR, Andover Sept 1 Morrisons & Nightingale, Redhill, Surrey
BALFOUR, FREDERIC HENRY, Florence, Italy Aug 27 Stephenson & Co, Lombard st
BENNETT, WILLIAM, Horsham Aug 14 Coole & Haddock, Horsham
BERNASCONI, CHARLES, Nether Edge, Sheffield, Merchant Aug 30 Dodworth, Sheffield
BRISTOW, WILLIAM, Wavertree, Liverpool Aug 20 Bellringer & Co, Liverpool
BROMAGE, JOSEPH, Upper Clapton, Theatrical Manager Aug 19 Botteley & Sharp, Birmingham
BUSFIELD, FREDERICK WILLIAM, Bradford, Wool Buyer Aug 31 Rhodes & Hall, Bradford
CHARLESWORTH, ISABELLA, Harrogate Sept 7 Hett, Darlington
CLIFFORD, HENRY BROCKHURST, Barnet, Mineral Water Manufacturer Sept 9 Williams, Outer Temple, Strand
CLOUGH, WILLIAM, Walkden, Worsley, Lancs, Draper Sept 4 Tatham, Bradford
DE YBARRONDO, DOMINGO, Liverpool Aug 31 Alsop & Co, Liverpool
EGAN, ELLEN, Bradford Aug 14 Atkinson, Bradford
ENGLISH, FREDERICK ALEXANDER, Addington Park, Surrey Sept 30 Terrell & Varley, Copthall av, Thogmorton st
FERRIS, MARY PERRY, Streatham hill Aug 25 Capron, Old Serjeants' inn
FFARRINGTON, WILLIAM EDMUND, Worden Hall, Lancs Sept 1 Wilson & Co, Manchester
GILPIN, JOHN RUFUS HALL, Teignmouth, Cabinet Maker Aug 23 Jordan & Son, Teignmouth
HEDDON, PHILIP, Braunton, Devon, Yeoman Aug 21 Finch & Chanter, Barnstaple
HEDDON, WILLIAM, Blyth, Northumberland Aug 28 Webb, Morpeth
HICKSON, JOHN, Barnton, nr Northwich, Chester Aug 14 Deakin, Northwich
HOLLIDAY, THOMAS, Goole, Yorks, Shipwright Aug 30 England & Son, Goole
HOUGHTON, JANE, St Helens, Lancs, Boot Dealer Aug 24 Hutchen, St Helens
HUA, GABRIEL EMILE ALEXANDRE, Eton College, Berks Sept 1 A & H White, Gt Marlborough st
JARVIS, THOMAS, Scarborough, Fish Merchant Sept 4 Bick & Son, Scarborough
JESSOP, JOSEPH, Ravensthorpe, Yorks, Woollen Spinner Sept 1 Gledhill, Dewsbury
MCISAAC, JOHN, Middleton one Row, Durham Sept 3 Watson, Stockton on Tees
MASON, FRANK, Woolpit, Suffolk, Grocer Sept 1 Turner & Co, Ipswich
MAYNARD, CHARLOTTE, East Cowes, I of W Sept 1 Damant & Sons, Cowes, I of W
MEAD, Rev RICHARD GAWLER, Balcombe Rectory, Sussex Aug 17 Clutton & Johnson, Little College st
MEADOWS, WILLIAM, Musgrave cres, Fulham Aug 21 Rayner, Birkbeck Bank chmbr, Holborn
MITCHELL, GEORGE SKELDING, Morpeth Aug 23 Brumell & Sample, Morpeth
MORGAN, JAMES, Peckham Aug 31 Lewis & James, Narberth, Pembroke
NUTTALL, JOHN, Abergele, North Wales Aug 24 H & A Maxfield, Sheffield
PARSONS, LUCY, Eastbourne Aug 23 Tweed & Co, Lincoln
PECKHAM, THOMAS GILBERT, Harbledown, nr Canterbury, DL, JP Aug 31 Valpy & Co, Lincoln's inn fields
PHIPSON, WEATHERLEY, Paper bldgs, Temple Aug 25 May & Co, Lincoln's inn fields
PLUMBE, SAMUEL THOMSON, Maidenhead, Doctor Sept 1 Lawrence, Essex st
PRUDENCE, EMMA, Wickham Market, Suffolk Sept 4 Mason, Eldon st, Finsbury
RAYTON, HENRY, Blackburn Aug 31 E & B Haworth, Blackburn
RICHARDSON, EMMA, Burton upon Trent Aug 9 Chinn & Son, Lichfield
RICHARDSON, THOMAS, Hove, Sussex Aug 31 Eldridge & Newnham, Croydon
SIDDORN, MARTHA, Rushton Chester Aug 23 Bate, Chester
ST JOHN, HENRY CRAVEN, Thornbury, Glos Aug 31 Peake & Co, Bedford rw
STUBBS, LILLIE, Tarporley, Cheshire Aug 20 Cawley, Tarporley
TADHUNTER, MARY ELIZABETH, Lewisham Sept 1 Mundell, Godliman st
TYRRELL, WILLIAM, Blackburn Aug 11 Radcliffes & Higginson, Blackburn
VENNING, GEORGE, Peckham Park rd Aug 14 Ward, Dagenham
WARD, GEORGE WILLIAM, Upper Clapton Aug 24 Beckingsale & Co, Stoke Newington
WELBOURN, EMMA, Nottingham Aug 23 Acton & Marriott, Nottingham
WHITEHEAD, WILLIAM, Dewsbury Aug 16 Brearley & Son, Batley
WHITTINGTON, JOHN STOBBS, St George's sq, Belgrave Aug 25 Dixon & Co, Manchester
WHITTLE, EDWARD GEORGE, Brighton Sept 29 Nye & Donne, Brighton
WIDALL, ROBERT, Skirbeck, Lincs Aug 6 Waite & Co, Boston

London Gazette.—TUESDAY, July 27.

ALLEN, SAMUEL, Banbury Aug 25 Fairfax & Barfield, Banbury
BALLINGER, MARY, Chalford, Glos Sept 1 Little & Whittingham, Stroud
BAXTER, JOHN HAVELOCK, Tyne Dock, South Shields Aug 31 Reynoldson, South Shields
BEARD, EMMA, St Brievels, Glos Sept 13 Lloyd & Pratt, Newport, Mon
BELL, THOMAS, East India av Sept 15 Holtams & Co, Mincing ln
BILTON, EDWARD STANTON, Wimbledon Park Aug 30 Crossman & Co, Theobald's rd, Gray's inn
BRADWELL, SARAH ANNE HONOR, Hendon Aug 20 Witham & Co, Gray's inn sq
BRINSLEY, WILLIAM, Birmingham Aug 31 Johnson & Co, Birmingham
BRODRICK, HANNAH, Macclesfield Sept 3 Smith & Co, Stockport
BROWN, JOHN, Aldridge, Staffs, Farmer Aug 26 Platt, Walsall
BUCKLEY, SUSANNAH, Brentford Aug 26 Oldman & Co, Harcourt bldgs, Temple
BYRNE, THOMAS FRANCIS, Chorlton upon Medlock, Manchester, Barrister at Law Sept 7 Cobbett & Co, Manchester
COWIE, ALICE, Gotha st, South Hackney Aug 30 Mote & Son, Gray's inn sq
CRAWHALL, GEORGE EDWARD, Newcastle on Tyne Sept 3 Dees & Thompson, Newcastle on Tyne
CUNLIFFE, CHARLES PICKERSGILL, Hindhead Aug 21 Crawley & Co, Arlington st, St James's
DUNCOMBE, MARY, Northchurch, Herts Sept 1 Woodroffe, Norfolk st, Strand
FAULDER, CECILIA SIDDONS, Harrow on the Hill Aug 31 Broughton & Co, Great Marlborough st
FIELDEN, ELLEN, Dobroyd Castle, nr Todmorden Aug 25 Kearsey & Co, Cannon st
FOSTER, ALICE, Northwood, Hanley Aug 31 Llewellyn & Son, Tunstall
FRANKLIN, THOMAS FREDERICK, Lordship ln, Dulwich Sept 1 Deacon & Co, Great St Helens
FRANKLYN, ARTHUR, Manchester, Stock Jobber Sept 7 Eaton, Manchester
GIBBARD, CHARLES WILLIAM, Swinton st, Gray's inn rd Dec 1 Hannay & Co, South Shields
GILES, CHRISTOPHER WALL, Sedgefield, Durham Aug 14 Lodge, Sedgefield, Co Durham
GILL, MARY ANN, Saint Agnes, Cornwall Aug 30 Thomas, Camborne

GLEN, REGINALD CUNNINGHAM, Gloucester ter, Hyde Park, Barrister at Law Aug 31 Gandell, Bedford row

GRIFFITH, JAMES, West Croydon, Beer Retailer Aug 31 Morgan, Hastings

GUEST, EMMA SOPHIA, Seymour pl, St Marylebone Aug 27 Cooper & Bake, Portman st, Portman sq

HILL, WILLIAM, Tottington nr Bury, Lancs Aug 31 Butcher & Barlow, Bury

HOPWOOD, NANCY, Gorton, Lancs Aug 28 Richards, Denton, nr Manchester

HOWLETT, WILLIAM, South Bruton mews, Berkeley sq, Coachman Aug 31 Tate, Leadenhall st

JONES, THOMAS, Union st, Langham pl, Dairyman Sept 8 Lewis, Chancery ln

KIRBY, JAMES, Epping Sept 8 Dalston & Co, Southampton st, Bloomsbury

MARTLEW, WILLIAM, Southport Aug 7 Bridge, Wigan

MATTHEWS, HENRY LUMLEY, Hampstead, Barrister at Law Aug 31 Nicol & Co, Lime st

MORRY, SARAH ANN, Wornington rd, North Kensington Aug 6 Welman & Sons, Westbourne grove, Bayswater

NOTTEBOHM, MARIE AMALIE SIEGLINDA, Antwerp Sept 8 Field & Co, Lincoln's inn fields

OLLIVANT, ALBERT PROCTER, Hanley, Licensed Victualler Aug 31 Llewellyn & Son, Tunstall

PRODHAM, HERBERT, Allerston, nr Pickering, Yorks Sept 30 Cook & Fowler, Scarborough

REED, JOHN MAUNDER, Hove, Sussex Aug 31 Marx, Brighton

RUDKIN, MARY, Crouch hill, Hornsey Aug 23 Knapp-Fisher & Sons, Buckingham gate

SCOLES, ROBERT, Binfield, Berks Sept 1 Sherrard & Sons, Gresham st

SCOTT, MAJOR, High st, Camden Town, Boot Factor Sept 1 Dalston & Co, Southampton st, Bloomsbury

SMITHERS, DELIA, Hove, Sussex Sept 1 Chalinder & Herington, Hastings

START, CONSTANCE CLARA, Bath Sept 29 Burges & Sloan, Bristol

TOWSEND, ROBERT LAWRENCE, Cheltenham Sept 1 Little & Whittingham, Stroud

VAUGHAN, Rev KENELM, Hatfield Sept 1 Blount & Co, Albemarle st

WALKER, WALTER, Dewsbury Sept 4 Nelson & Co, Leeds

WHEELER, EDWIN, Bristol, Chemist Sept 29 Burges & Sloan, Bristol

WIGGINS, EDWARD ROBERT, Ryde, I of W Aug 31 Robinson, Ryde, I of W

Bankruptcy Notices.

London Gazette.—TUESDAY, July 20.

ADJUDICATIONS.

BOND, JAMES PAGET, Woolwich rd, East Greenwich, Boot Dealer High Court Pet June 7 Ord July 16

BURDEN, MAURICE AUBREY, Donhead St Mary, Wilts, Wagon Builder Salisbury Pet July 15 Ord July 15

EVANS, HUGH, Kenfig Hill, Glam, Draper Cardiff Pet July 15 Ord July 15

FAULKNER, JOHN RALPH, Portsmouth, Draper Portsmouth Pet July 16 Ord July 16

HALL, GEORGE, Brigg, Fishmonger Gt Grimsby Pet July 12 Ord July 12

HARGREAVES, JOSEPH ARTHUR, Crewe, Clothier's Manager Hanley Pet July 16 Ord July 16

HOPKINS, HARRY WILLIAM, Aylesbury, Nurseryman Aylesbury Pet July 17 Ord July 17

JONES, JOHN PRICE, Llanberis, Carnarvon, Bootmaker Bangor Pet July 16 Ord July 16

KING, WILTON, Luton, Grocer Luton Pet May 22 Ord July 15

LEWIS, THOMAS, Whitchurch, nr Cardiff, Draper Cardiff Pet May 3 Ord July 15

MANTON, JOSEPH, Wolverton, Bucks, Boot Dealer Northampton Pet July 15 Ord July 15

MURRAY, JAMES WYNESS, Carlisle, Shoemaker Carlisle Pet July 16 Ord July 16

NICOLAS, PETER HENRY VALE, New sq, Lincoln's inn, Barrister at Law High Court Pet June 3 Ord July 15

NOBLE, THOMAS EDWIN, Kingston upon Hull, Provision Merchant Kingston upon Hull Pet July 16 Ord July 16

PEACH, WALTER HENRY, Portsmouth, Tailor Portsmouth Pet June 9 Ord July 19

PICKLES, MARY ANN, Skipton, Yorks, Draper Bradford Pet June 30 Ord July 16

RAWSON, GEORGE, Kirkella, Yorks, Joiner Kingston upon Hull Pet July 15 Ord July 15

RICHARDSON, WALTER, Doncaster, Tailor Sheffield Pet July 15 Ord July 15

RIDSDALE, HARRY, Bradford, Rag Merchant's Manager Bradford Pet July 15 Ord July 15

ROBSON, JANET, North Shields, Metal Broker Newcastle on Tyne Pet July 15 Ord July 1

ROSENBLUM, HYMAN, Edgware rd, Draper High Court Pet June 12 Ord July 15

SCOFFIN, ARTHUR, Great Grimsby, Coal Merchants' Carter Great Grimsby Pet July 14 Ord July 14

SHEFFIELD, GEORGE WILLIAM, Moseley Hill, Commercial Traveller Liverpool Pet July 15 Ord July 15

SLATER, WILLIAM THOMAS, Burnley Burnley Pet July 14 Ord July 15

STAINES, EMMA, ERNEST PHILLIMORE STAINES, and DOUGLAS STAINES, Penge, Corn Merchnt Croydon Pet July 12 Ord July 15

STONEFIELD, MAX, Leeds, Cloth Merchant Leeds Pet June 23 Ord July 17

SWALES, JOHN, Leeds, Butcher Leeds Pet July 15 Ord July 15

TAYLOR, FREDERICK WILLIAM, 'Eldon st, Financial Agent High Court Pet May 7 Ord July 15

WARD, GEORGE, Shrewsbury, Licensed Victualler Shrewsbury Pet July 14 Ord July 17

WORGAN, WILLIAM, Maesteg, Glam, Bootmaker Cardiff Pet June 30 Ord July 17

WORTH, HARRY CRAWFORD, Sunderland, Commission Agent Sunderland Pet July 16 Ord July 16

London Gazette.—FRIDAY, July 23.

RECEIVING ORDERS.

BARTINGTON, F O, Chalfont St Peter's, Bucks, Builder High Court Pet June 18 Ord July 20

BOUGHTON, EDWARD WILLIAM, Stroud, Glos, Licensed Victualler Gloucester Pet July 21 Ord July 21

BOWIE, FRANCIS, Manor pl, Hackney, Toy Manufacturer High Court Pet July 20 Ord July 20

BUDD, CHARLES, Bexhill, Riding Master Hastings Pet July 19 Ord July 19

CARTWRIGHT, JOHN THOMAS, Dogsthorpe, Peterborough, Cattle Dealer Peterborough Pet July 20 Ord July 20

CHALK, SIDNEY REGINALD, Croydon, Greengrocer Croydon Pet July 19 Ord July 19

CHAPMAN, WALTER BARTLETT, Rochdale, Surgeon Rochdale Pet July 21 Ord July 21

CLARKE, J, GAY, Bishopsgate st Without High Court Pet July 1 Ord July 20

COHEN, ALBERT, Eastbourne Eastbourne Pet July 21 Ord July 21

COLE, THOMAS WILLIAM, Skewen, nr Neath, Glam, Collier Neath Pet July 19 Ord July 19

COUSENS, JOHN HODGES, Weymouth, Billposter Dorchester Pet July 19 Ord July 19

DAWE, JABEZ JOSHUA, Menheniot Station, Cornwall, Licensed Victualler Plymouth Pet July 19 Ord July 19

DE SOLLA, PHILIP, Falcon sq, Aldersgate st High Court Pet June 23 Ord July 20

ELLAWAY, EDWIN JAMES, Bridgend, Warehouseman Cardiff Pet July 20 Ord July 20

GARDNER, GEORGE WILLIAM, Adsett, Westbury on Severn, Glos, Butcher Gloucester Pet July 17 Ord July 17

GRICE, FREDERICK, Accrington, Auctioneer Blackburn Pet July 19 Ord July 19

HARRIS, EPHRAIM, Nuneaton, Plumber Coventry Pet July 21 Ord July 21

HAYWOOD, JOSEPH, Worthing, Solicitor Brighton Pet May 26 Ord July 19

HORNER, SAMUEL, Wakefield, Fish Salesman Wakefield Pet July 19 Ord July 19

HUGHES, EDWARD JONES, Holyhead, Tailor Bangor Pet July 19 Ord July 19

HUNT, WILLIAM THOMAS, Cambridge pl, Paddington, Undertaker's Assistant High Court Pet July 19 Ord July 19

ILLINGSWOTH, FANNY, Cadworth, nr Barnsley, Grocer Barnsley Pet July 19 Ord July 19

KEARSLEY, MARY HANNAH, Wigan, Milliner Wigan Pet July 20 Ord July 20

KINSELLEY, THOMAS BIGGS, Rathbone st, Canning Town, Clothier High Court Pet June 30 Ord July 21

LATHAM, GEORGE, Wigan, Grocer Wigan Pet July 21 Ord July 21

LEICESTER, R A H, Colchester Colchester Pet June 24 Ord July 17

MERCER, WILLIAM, Vicar's Cross, nr Chester, Corn Dealer Chester Pet July 19 Ord July 19

MERRETT, CHARLES, Ebley, nr Stroud, Glos, Timber Dealer Gloucester Pet July 20 Ord July 20

MORGAN, JAMES, Ebbw Vale, Bookseller Tredegar Pet July 19 Ord July 19

PAULUS, HENRY, Coutts rd, Burdett rd, Mile End, Baker High Court Pet July 19 Ord July 19

PEYSNER, MARKS, Kingston upon Hull, Butcher Kingston upon Hull Pet July 20 Ord July 20

PHIPPS, HENRY GEORGE, Chippenham, Wilts, Engineer Bath Pet July 20 Ord July 20

PICKARD, WILLIAM, Thrussington, Leicester, Farm Labourer Leicester Pet July 21 Ord July 21

RAE, GEORGE, Carlisle, Baker Carlisle Pet July 21 Ord July 21

READMAN, FRANCIS, Pickering, Yorks, Coal Dealer Scarborough Pet July 21 Ord July 21

REED, ERNEST CHARLES, Brighton, Rosier Brighton Pet July 21 Ord July 21

ROBERTS, GEORGE HENRY WALKER, Cardiff, Clerk Cardiff Pet July 20 Ord July 20

ROBERTS, JOHN, St Just in Penwith, Cornwall, Grocer Truro Pet July 20 Ord July 20

RONCHETTI, GIUSEPPE CESARE, West Smithfield, Provision Merchant High Court Pet June 18 Ord July 15

ROPER, WILLIAM, Loughborough, Plumber Leicester Pet July 21 Ord July 21

SCHWARZ, CARL THORBURN, Levenshulme, Lancs, Manufacturing Furrier Manchester Pet July 20 Ord July 20

SIMPSON, GEORGE, Wyvenhoe, Essex, Taylor Colchester Pet July 14 Ord July 17

SMITH, MARY ELIZABETH, Linthorpe, Middlesbrough, Grocer Middlesbrough Pet July 20 Ord July 20

SNELL, CHARLES SCOTT, Victoria st, Civil Engineer High Court Pet July 19 Ord July 19

SOUTHWICK, JOHN, Cradley Heath, Staffs, Ironmonger Dudley Pet July 20 Ord July 20

SVENSEN, HERMAN, Caerau, nr Bridgend, Colliery Repairer Cardiff Pet July 21 Ord July 21

THOMAS, JOHN, Cross Inn, Cardigan, Wheelwright Carmarthen Pet July 19 Ord July 19

WAIN, PETER, New Mills, Derby Stockport Pet July 20 Ord July 20

WATKINS, WALTER EDWIN, Seven Sisters, Glam, Collier Neath Pet July 20 Ord July 20

WHITTLES, ALBERT ERNEST, Saxilby, Lincs, Grocer Lincoln Pet July 21 Ord July 21

WILLIAMS, DAVID LLEWELLYN, Taibach, Port Talbot, Glam, Grocer Neath Pet July 19 Ord July 19

WILLIAMSON, SAMUEL, Stanfree, nr Shuttlewood, Derby, Labourer Chesterfield Pet July 19 Ord July 19

Amended notice substituted for that published in the London Gazette of July 2:

FRANEY, ROBERT, Catford, Kent, Auctioneer Greenwich Pet May 4 Ord June 29

FIRST MEETINGS.

ALDRED, SAMUEL ALBERT, Great Baddow, Essex, General Dealer Aug 4 at 2 Shirehall Chelmsford

BARTINGTON, F O, Chalfont St. Peter's, Bucks, Builder Aug 5 at 1 Bankruptcy bldgs, Carey st

BOWIE, FRANCIS, Manor pl, Hackney, Toy Manufacturer Aug 4 at 1 Bankruptcy bldgs, Carey st

BROWN, ANNIE FLORA, King's Lynn, Norfolk, Jeweller July 31 at 1 Off Rec, 8, King Street, Norwich

CHALK, SIDNEY REGINALD, West Croydon, Greengrocer July 19 at 10.30 132, York rd, Westminster Bridge

CLARKE, J GAY, Bishopsgate st Without Aug 6 at 11 Bankrupcty bldgs, Carey st

COOK, RICHARD, Blakenhall, Wolverhampton, Labourer Aug 17 at 11.30 Off Rec, Wolverhampton

CUNNINGHAM, MARY ELIZABETH, Dudley, Worcester, Licensed Victualler July 21 at 12 Off Rec, 1, Priory st, Dudley

DE SOLLA, PHILIP, Falcon sq, Aldersgate st Aug 5 at 12 Bankruptcy bldgs, Carey st

FAULKNER, JOHN RALPH, Portsmouth, Draper Aug 3 at 3 Off Rec, Cambridge junc, High st, Portsmouth

FERGUSSON, JOHN CAMPBELL, Malvern, Worcester, Doctor Aug 3 at 12 Off Rec, 11, Copenhagen st, Worcester

HALL, THOMAS, Pendaen, Wilmslow, Chester Dyer Aug 4 at 11 Off Rec, Byrom st, Manchester

HEPBURN, ALFRED HENRY, Cardiff, Hosier Aug 4 at 1 Off Rec, 117, St Mary st, Cardiff

HUNT, WILLIAM THOMAS, Cambridge pl, Paddington, Undertaker's Assistant Aug 5 at 11 Bankruptcy bldgs, Carey st

HUTCHINGS, WILLIAM, Lowestoft, Smack Owner July 31 at 12.30 Off Rec, 8, King st, Norwich

JONES, JOHN PRICE, Glanydon, Llanberis, Carnarvon, Boot Maker Aug 4 at 12 Crypt chmbrs, Eastgate row Chester

KEARSLEY, MARY HANNAH, Wigan, Milliner Aug 4 at 3 19, Exchange st, Bolton

KINSELLEY, THOMAS BIGGS, Rathbone st, Canning Town, Boot Dealer Aug 4 at 12 Bankruptcy bldgs, Carey st

KINSMAN, HARRY JEOFFRY SHELSON, Liscard, Chester, Secretary Aug 4 at 11 Off Rec, 35, Victoria st, Liverpool

LASERSON, SOLOMON MYER, Manchester, Draper Aug 4 at 3 Off Rec, Byrom st, Manchester

LATHAM, GEORGE, Wigan, Grocer Aug 5 at 3 19, Exchange st, Bolton

NOBLE, THOMAS EDWIN, Kingston upon Hull, Provision Merchant July 31 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

PAULUS, HENRY, Coutts rd, Burdett rd, Mile End, Baker Aug 4 at 12 Bankruptcy bldgs, Carey st

PHILPOTT, FREDERICK ERNEST, Broadstairs, Greengrocer July 31 at 10.30 Off Rec, 68A, Castle st, Canterbury

PORTER, JOSEPH FRANCIS, Durham, Grocer Aug 5 at 2.30 Off Rec, 8, Manor pl, Sunderland

RAWSON, GEORGE, Kirkella, Yorks, Joiner July 31 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

RICHARDSON, WALTER, Doncaster, Tailor Aug 5 at 12 Off Rec, Figtree ln, Sheffield

ROBINSON, GEORGE, Rugby, Draper Aug 5 at 3 Off Rec, 8, High st, Coventry

RONCHETTI, GIUSEPPE, CESARE, West Smithfield, Provision Merchant Aug 4 at 11 Bankruptcy bldgs, Carey st

SCOFFIN, ARTHUR, Gt Grimsby, Carter Aug 4 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

SLATER, WILLIAM THOMAS, Burnley July 31 at 11 Off Rec, 13, Winckley st, Preston

SMITH, MARY ELIZABETH, Linthorpe, Middlesbrough, Grocer Aug 4 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

WELCH, HENRY, Lichfield, Staffs, Fishmonger July 31 at 11.30 Off Rec, Wolverhampton

WORTH, HARRY CRAWFORD, Sunderland, Commission Agent Aug 4 at 2.30 Off Rec, 8, Manor pl, Sunderland

ADJUDICATIONS.

BOUGHTON, EDWARD WILLIAM, Stroud, Glos, Licensed Victualler Gloucester Pet July 21 Ord July 21

BOWIE, FRANCIS, Manor pl, Hackney, Toy Manufacturer High Court Pet July 20 Ord July 20

CARTWRIGHT, JOHN THOMAS, Peterborough, Cattle Dealer Peterborough Pet July 20 Ord July 20

COHEN, ROBERT LOUIS, Goldhawk rd, Shepherd's Bush, Hosier High Court Pet June 4 Ord July 20

COLE, THOMAS WILLIAM, Skewen, nr Neath, Glam, Collier Neath Pet July 19 Ord July 19

COUSENS, JOHN HODGES, Weymouth, Billposter Dorchester Pet July 19 Ord July 19

DAWE, JABEZ JOSHUA, Menheniot Station, Cornwall, Licensed Victualler Plymouth Pet July 19 Ord July 19

ELLAWAY, EDWIN JAMES, Bridgend, Warehousesman Cardiff Pet July 20 Ord July 20

GARDNER, GEORGE WILLIAM, Adsett, Westbury on Severn, Glos, Butcher Gloucester Pet July 17 Ord July 17

GLOVER, EDWARD EARL, Latimer rd, Notting Hill, Butcher's Supply Stores High Court Pet May 26 Ord July 21

GRICE, FREDERICK, Accrington, Auctioneer Blackburn Pet July 19 Ord July 19

HARRIS, EPHRAIM, Nuneaton, Plumber Coventry Pet July 21 Ord July 21

HORNER, SAMUEL, Wakefield, Game Salesman Wakefield Pet July 19 Ord July 19

HUGHES, EDWARD JONES, Holyhead, Tailor Bangor Pet July 19 Ord July 19

ILLINGSWORTH, FANNY, Cudworth, nr Barnsley, Grocer Barnsley Pet July 19 Ord July 19

JONES, OWEN WYN, Falcon rd, Battersea, Draper Wandsworth Pet July 3 Ord July 19

KEARSLEY, MARY HANNAH, Wigan, Milliner Wigan Pet July 20 Ord July 20

KINSMAN, HARRY JEOFFRY SNELSON, Liscard, Secretary Birkenhead Pet May 20 Ord July 21

LANGRIDGE, ALEC, Brockley rise, Forest Hill, Teacher of Tailors' Cutting Greenwich Pet June 24 Ord July 20

LATHAM, GEORGE, Wigan, Grocer Wigan Pet July 21 Ord July 21

LIVESEY, ARTHUR JAMES, Strand, Solicitor High Court Pet May 26 Ord July 21

MERRETT, CHARLES, Ebley, nr Stroud, Timber Dealer Gloucester Pet July 20 Ord July 20

MORGAN, James, Ebbw Vale, Mon, Bookseller Tredegar Pet July 19 Ord July 19

MUSSETT, JAMES SUTTON, Thornton Heath Croydon Pet Jan 23 Ord July 19

PAULUS, HENRY, Coutts rd, Burdett rd, Mile End, Baker High Court Pet July 19 Ord July 19

PEYSNER, MARKS, Kingston upon Hull, Butcher Kingston upon Hull Pet July 20 Ord July 20

PHIPPS, HENRY GEORGE, Chippenham, Wilts, Engineer Bath Pet July 20 Ord July 20

PICARD, WILLIAM, Thrussington, Leicester, Farm Labourer Leicester Pet July 21 Ord July 21

RAE, GEORGE, Carlisle, Baker Carlisle Pet July 21 Ord July 21

READMAN, FRANCIS, Pickering, Coal Dealer Scarborough Pet July 21 Ord July 21

REED, ERNEST CHARLES, Brighton, Hosier Brighton Pet July 21 Ord July 21

ROBERTS, GEORGE HENRY WALKER, Cardiff, Clerk Cardiff Pet July 20 Ord July 20

ROBERTS, JOHN, St Just in Penwith, Cornwall, Grocer Truro Pet July 20 Ord July 20

ROPER, WILLIAM, Loughborough Plumber Leicester Pet July 21 Ord July 21

SCHWARZ, CARL THORBURN, Levenshulme, Lancs, Manufacturing Furrier Manchester Pet July 20 Ord July 20

SMITH, MARY ELIZABETH, Linthorpe, Middlesbrough Grocer Middlesbrough Pet July 20 Ord July 20

SNELL, CHARLES SCOTT, Victoria st, Civil Engineer High Court Pet July 19 Ord July 19

SOUTHWICK, JOHN, Cradley Heath, Staffs, Ironmonger Dudley Pet July 20 Ord July 20

SVENSEN, HERMAN, Caerau, nr Bridgend, Colliery Repairer Cardiff Pet July 21 Ord July 21

THOMAS, JOHN, Waunyrefailfach, Cross Inn, Cardigan Wheelwright Carmarthen Pet July 19 Ord July 19

WAIN, PETER, New Mills, Derby Stockport Pet July 20 Ord July 20

WATKINS, WALTER EDWIN, Nantycaffen, Seven Sisters, Glam, Collier Neath Pet July 20 Ord July 20

WEINBAUM, PHINEAS, Jewin st High Court Pet June 23 Ord July 20

WHITTLES, ALBERT ERNEST, Saxilby, Lincs, Grocer Lincoln Pet July 21 Ord July 21

WILLIAMS, DAVID LLEWELLYN, Taibach, Port Talbot, Glam, Grocer Neath Pet July 19 Ord July 19

WILLIAMSON, SAMUEL, Stanfree, nr Shuttlewood, Derby, Labourer Chesterfield Pet July 19 Ord July 19

WOOLNER, HUGH, Salisbury House, London wall High Court Pet June 16 Ord July 20

Amended Notice substituted for that published in the London Gazette of July 6:

FRARY, ROBERT, Catford, Auctioneer Greenwich Pet May 4 Ord July 2

Amended Notice substituted for that published in the London Gazette of July 6:

HADDRELL, WILLIAM FRANK, Southall, House Furnisher Windsor Pet May 27 Ord June 30

London Gazette.—TUESDAY, July 27.

RECEIVING ORDERS.

BAKER, WILLIAM HENRY, and FREDERICK WILLIAM BAKER, Bristol, Bakers Bristol Pet July 22 Ord July 22

BAMFORTH, TOM, Slaithwaite, Yorks, Tailor Huddersfield Pet July 23 Ord July 23

BIGGIN, HARRY, Sheffield Sheffield Pet July 23 Ord July 23

BURROWS, THOMAS, Leeds Bradford Pet July 6 Ord July 22

FORD, HENRY JAMES, Sidbury, Worcester, Baker Worcester Pet July 10 Ord July 23

FRACIS, PERCY JAMES, Carlton gdns, Herne Hill, Colonial Merchant High Court Pet June 2 Ord July 23

FULLER, PERCIVAL WILLIAM, Cranleigh, Motor Agent Guildford Pet June 8 Ord July 24

GARNER, HENRY, West Didsbury, Manchester, Silk Broker Manchester Pet July 22 Ord July 22

GASTER, PERCY EDWIN, Upton Park, Clerk High Court Pet July 23 Ord July 23

HAIGH, WILLIAM HENRY, Northfields, Dewsbury, Jam Merchant Dewsbury Pet July 10 Ord July 23

HOYLE JOHN HENRY, Brighouse, Motor Car Engineer Halifax Pet July 23 Ord July 23

HUGHES, DANIEL, Bradley, Bilston, Grocer Wolverhampton Pet July 23 Ord July 23

KEALEY, E W, Whitefriars st High Court Pet July 1 Ord July 21

LABAN, GEORGE EDGE, Normanton on Soar, Notts, Farmer Leicester Pet July 22 Ord July 22

LEGGE, ALFRED ARTHUR, Enfield, Builder's Contractor Edmonton Pet May 5 Ord July 12

LIDGETT, GEORGE, Parkgate, nr Rotherham, Yorks, Farmer Sheffield Pet July 24 Ord July 24

MCLINTOCK, HAROLD, Clayton, Lancs, Clerk Ashton under Lyne Pet June 24 Ord July 23

MAIDWELL, JOHN RICHARD, Necton, Norfolk, Baker King's Lynn Pet July 23 Ord July 23

MARCH, WILLIAM RICHARD, New Cleethorpes, Fisherman Great Grimsby Pet July 24 Ord July 24

MILTON, HARRY, Southville, Bristol, Builder Bristol Pet June 29 Ord July 22

MORGAN, WILLIAM, Maesycwmmer, Mon, Grocer Newport, Mon Pet July 19 Ord July 19

NEDELMAN, HARRIS, Newcastle on Tyne, Tobacco Dealer Newcastle on Tyne Pet July 5 Ord July 23

O'CONNOR, WILLIAM HENRY, Ebbw Vale, Mon, Photographer Tredegar Pet July 24 Ord July 24

ROGERS, RICHARD JOHN, Cwmavon, Glam, Draper's Traveller Neath Pet July 22 Ord July 22

SIMPSON, HUGH F, Phœnix st High Court Pet June 26 Ord July 22

SOUTH, WILLIAM HENRY MASTERS, Ashford, Builder Canterbury Pet July 12 Ord July 24

WAUGH, ROBERT, Piccadilly High Court Pet April 28 Ord July 24

WILKES, JOHN and ARTHUR SIMPSON, Shipley, Yorks, Plumbers Bradford Pet July 23 Ord July 23

WILLIAMS, WILLIAM JAMES, Ashbourne, Derby, Saddler Burton on Trent Pet July 23 Ord July 23

FIRST MEETINGS.

AMOS, PERCY JOHN, Folkestone, Taxi-cab Driver Aug 4 at 10.30 Off Rec, 68A, Castle st, Canterbury

BENNETT, JOSEPH, Glastonbury, Jeweller Aug 4 at 11.45 Off Rec, 26, Baldwin st, Bristol

BOUGHTON, EDWARD WILLIAM, Stroud, Glos, Licensed Victualler Aug 5 at 3 Imperial Hotel, Stroud

BUDD, CHARLES, Bexhill, Riding Master Aug 5 at 3 Off Rec, 4, Pavilion bldgs, Brighton

BURROWS, THOMAS, Leeds Aug 7 at 11 Off Rec, 12, Duke st, Bradford

CARTWRIGHT, JOHN THOMAS, Peterborough, Cattle Dealer Aug 4 at 12 Law Courts, Peterborough

COHEN, ALBERT, Eastbourne Aug 5 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton

COLE, THOMAS WILLIAM, Skewen, nr Neath, Glam, Collier Aug 5 at 11 Off Rec, Government bldgs, Swansea

COUSENS, JOHN HODGES, Weymouth, Billposter Aug 5 at 12 30 Off Rec, City chmbrs, Catherine st, Salisbury

FIELDER, A PARRY, Twickenham, Architect Aug 6 at 12 14, Bedford row, London

FRACIS, PERCY JAMES, Carlton gdns, Herne Hill, Colonial Merchant Aug 6 at 1 Bankruptcy bldgs, Carey st

GARNER, HENRY, West Didsbury, Manchester, Silk Broker Aug 4 at 2.30 Off Rec, Byrom st, Manchester

GARDNER, GEORGE WILLIAM, Westbury on Severn, Glos, Butcher Aug 7 at 12 Off Rec, Station rd, Gloucester

GASTER, PERCY EDWIN, St Georges sq, Upton Park, Clerk Aug 9 at 11 Bankruptcy bldgs, Carey st

HEDGES, WALTER FREDERICK, Beaconsfield, Bucks, Builder Aug 5 at 12 Off Rec, 1, St Aldate st, Oxford

HOPKINS, HARRY WILLIAM, Aylesbury, Bucks, Nurseryman Aug 6 at 12 Off Rec, 1, St Aldate st, Oxford

HORNER, SAMUEL, Wakefield, Fish Salesman Aug 4 at 3 Off Rec, 6, Bond ter, Wakefield

HOYLE, JOHN HENRY, Brighouse, Motor Car Engineer Aug 6 at 10.45 County Court, Prescott st, Halifax

ILLINGSWORTH, FANNY, Cudworth, nr Barnsley, Grocer Aug 4 at 10.30 Off Rec, 7, Regent st, Barnsley

JOHNSTON, ARCHIBALD WILLIAM, Sandwith, Cumberland, Farmer Aug 6 at 11 Court house, Whitehaven

KEALEY, E W, Whitefriars st Aug 6 at 12 Bankruptcy bldgs, Carey st

LABAN, GEORGE EDGE, Normanton on Soar, Notts, Farmer Aug 5 at 12 Off Rec, 1, Berridge st, Leicester

LEGGE, ALFRED ARTHUR, Bush Hill Park, Enfield, Builder Aug 11 at 12 14, Bedford row

MERCER, WILLIAM, Vicars Cross, nr Chester, Coal Dealer Aug 4 at 2.30 Crypt chmbrs, Eastgate row, Chester

MERRETT, CHARLES, Ebley, nr Stroud, Glos, Timber Dealer Aug 6 at 4.30 Imperial Hotel, Stroud

MORGAN, JAMES, Ebbw Vale, Mon, Bookseller Aug 4 at 12 Off Rec, 144, Commercial st, Newport, Mon

MORGAN, WILLIAM, Maesycwmmer, Mon, Grocer Aug 4 at 11 Off Rec, 144, Commercial st, Newport, Mon

MURRAY, JAMES WYNESS, Carlisle, Shoemaker Aug 4 at 11 34, Fisher st, Carlisle

NEDELMAN, HARRIS, Newcastle on Tyne, Tobacco Dealer Aug 4 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

PEYSNER, MARKS, Kingston upon Hull, Butcher Aug 5 at 11 Off Rec, York City Bank cumbrs, Lowgate, Hull

PHIPPS, HENRY GEORGE, Chippenham, Wilts, Engineer Aug 4 at 12 Off Rec, 26, Baldwin st, Bristol

PICKARD, WILLIAM, Thrussington, Leicester, Farm Labourer Aug 6 at 3 Off Rec, 1, Berridge st, Leicester

RAE, GEORGE, Carlisle, Baker Aug 4 at 11.15 34, Fisher st, Carlisle

READMAN, FRANCIS, Pickering, Yorks, Coal Dealer Aug 4 at 4 Off Rec, 48, Westborough, Scarborough

REED, ERNEST CHARLES, Brighton, Hosier Aug 5 at 10 30 Off Rec, 4, Pavilion bldgs, Brighton

ROBERTS, JOHN, St Just in Penwith, Cornwall, Grocer Aug 5 at 12 Off Rec, Old Miners' Bank, Truro

ROPER, WILLIAM, Loughborough, Plumber Aug 6 at 12 Off Rec, 1, Berridge st, Leicester

SCHWARZ, CARL THORBURN, Levenshulme, Lancs, Manufacturing Furrier Aug 5 at 3 Off Rec, Byrom st, Manchester

SIMPSON, HUGH F, Phœnix st Aug 6 at 11 Bankruptcy bldgs, Carey st

SNELL, CHARLES SCOTT, Victoria st, Civil Engineer Aug 9 at 11 Bankruptcy bldgs, Carey st

SOUTH, WILLIAM HENRY MASTERS, Ashford, Kent, Builder Aug 4 at 11.30 Off Rec, 68A, Castle st, Canterbury

SOUTHWICK, JOHN, Cradley Heath, Staffs, Ironmonger Aug 10 at 12 Off Rec, 1, Priory st, Dudley

SVENSEN, HERMAN, Caerau, nr Bridgend, Colliery Repairer Aug 5 at 3 Off Rec, 117, St Mary st, Cardiff

THOMAS, JOHN, Waunyrefailfach, Cross Inn, Cardiganshire, Wheelwright Aug 4 at 11 Off Rec, 4, Queen st, Carmarthen
THURSTON, GEORGE HENRY, Brighton Aug 10 at 12 14, Bedford row
WAIN, PETER, New Mills, Derby, Secretary Aug 4 at 11.30 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
WAUGH, ROBERT, Piccadilly Aug 6 at 12 Bankruptcy bldgs, Carey st
WHITTLES, ALBERT ERNEST, Saxilby, Lincs, Grocer Aug 10 at 12 Off Rec, 10, Bank st, Lincoln
WILKS, JOHN, and ARTHUR SIMPSON, Shipley, Yorks, Plumbers Aug 4 at 11 Off Rec, 12, Duke st, Bradford
WILLIAMS, DAVID LLEWELLYN, Taibach, Port Talbot, Glam, Grocer Aug 5 at 12 Off Rec, Government bldgs, Swansea

ADJUDICATIONS.

BAMFORTH, TOM, Slaithwaite, Yorks, Tailor Huddersfield Pet July 23 Ord July 23
BELL, ALFRED JOHN, Swindon, Builder Swindon Pet May 26 Ord July 20
BENNETT, JOSEPH, Glastonbury, Jeweller Wells Pet July 17 Ord July 24
CHALK, SIDNEY REGINALD, Croydon, Greengrocer Croydon Pet July 19 Ord July 22
COHEN, ALBERT, Eastbourne Eastbourne Pet July 21 Ord July 23
DE SOLLA, PHILIP, Falcon sq, Aldersgate st High Court Pet June 23 Ord July 21
GARNER, HENRY, West Didsbury, Manchester, Silk Broker Manchester Pet July 22 Ord July 22
GASTER, PERCY EDWIN, Upton Park, Clerk High Court Pet July 23 Ord July 23
HARBOUR, JAMES, Hampton, Butcher Kingston, Surrey Pet July 29 Ord July 22
HERZBERG, ALBERT, Cromwell rd High Court Pet Feb 9 Ord July 23
HOYLE, JOHN HENRY, Brighouse, Motor Car Engineer Halifax Pet July 23 Ord July 23
HUGHES, DANIEL, Bradley, Bilston, Staffs, Grocer Wolverhampton Pet July 23 Ord July 23
HUNT, WILLIAM THOMAS, Cambridge pl, Paddington, Undertaker's Assistant High Court Pet July 19 Ord July 23
LIDGETT, GEORGE, Parkgate, nr Rotherham, Yorks, General Dealer Sheffield Pet July 24 Ord July 24
MAIDWELL, JOHN RICHARD, Necton, Norfolk, Baker King's Lynn Pet July 23 Ord July 23
MARCH, WILLIAM RICHARD, New Cleethorpes, Fisherman Great Grimsby Pet July 24 Ord July 24
MAYOU, ELIZABETH VERONICA, Balsall Heath, Birmingham, Butcher Birmingham Pet July 13 Ord July 24
MILLER, ALBERT EDWARD, Grange rd, Bermondsey, Draper High Court Pet May 12 Ord July 23
MORGAN, WILLIAM, Maesycwmmer, Mon, Grocer Newport, Mon Pet July 19 Ord July 19
O'CONNOR, WILLIAM HENRY, Ebbw Vale, Mon, Photographer Tredegar Pet July 24 Ord July 24
ROGERS, RICHARD JOHN, Cwmavon, Glam, Draper's Traveller Neath Pet July 22 Ord July 22
WHEELER, HARRY, Carmichael rd, South Norwood, Confectioner Croydon Pet July 16 Ord July 23
WILKS, JOHN, and ARTHUR SIMPSON, Shipley, Yorks, Plumbers Bradford Pet July 23 Ord July 23

DISSOLUTION OF PARTNERSHIP.

FIELD, SONS, & GLASIER, Auctioneers, Surveyors, Valuers, Land and Estate Agents. NOTICE IS HEREBY GIVEN that the partnership hitherto subsisting between the undersigned and Mr. FREDERICK WILLIAM FIELD has been dissolved, and that the GOODWILL and other assets of the business HAVE BEEN ACQUIRED BY US THE UNDERSIGNED, who will as from this date continue to carry same on in partnership at the old address, No. 54, Borough High-street, Southwark, under the existing firm name of FIELD, SONS, & GLASIER.

Dated this 29th day of July, 1909.

C. ROLAND FIELD.
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